

ZAGSTER INC.

This document is one of three forms required for a complete license application.

Please submit signed and completed documents by email to DocklessMobility@AustinTexas.gov.



City of Austin

Austin Transportation Department, Mobility Services Division
1111 Rio Grande St, Austin, TX 78701

[Reset Form](#)

DOCKLESS MOBILITY LICENSE APPLICATION

APPLICATION TYPE (check one): ☒ New ☐ Renewal ☐ Supplement (if adding units to a licensed system)

APPLICANT INFORMATION

The following information must be provided for the applicant, each officer, director, partner, and any other person who will participate in the business decisions of or who has the authority to enter contracts on behalf of this dockless mobility company. This information is to be provided on a separate page and attached to the application.

Applicant Name:

Chad Jacobs (primary contact)

City:

Boston

State:

MA

ZIP Code:

02110

Phone:

(802) 299-0721

E-mail:

PARENT COMPANY

Business Name:

Zagster, Inc.

Business Structure (describe):

Corporation

Address:

50 Milk Street, Floor 5

City:

Boston

State:

MA

ZIP Code:

02110

Contact Name:

Nicholas Malone, CFO

Phone:

(617) 917-4913

E-mail:

BUSINESS INFORMATION

Business Name/DBA:

Zagster, Inc.

Sales Tax Number:

32956882635

Business Structure (circle one): ☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship

☐ Other (describe):

Address:

50 Milk Street, Floor 5

City:

Boston

State:

MA

ZIP Code:

02110

Phone:

(617) 917-4913

E-mail:

PAST PERFORMANCE

Have you held a permit issued by the City of Austin and/or any adjacent cities or counties that has been revoked? ☐ Yes ☒ No If you answered yes, attach additional sheets explaining why.

Has your company been fined or had property impounded by the City of Austin and/or any adjacent cities or counties? ☐ Yes ☒ No If you answered yes, attach additional sheets explaining why.

Does your company have any outstanding fees or fines owed to the City of Austin and/or any adjacent cities or counties? ☐ Yes ☒ No


If yes, in what jurisdiction(s)?

SERVICE AREA AND SIZE OF FLEETFLEET SIZE: 219 (write in total number of units) ☒ Initial Fleet ☐ Additional Units**PLEASE INCLUDE THE FOLLOWING ITEMS WHEN SUBMITTING THIS APPLICATION:**

1. Proof of insurance documentation that names the City of Austin as an additional insured. (See Terms and Conditions of License for requirements).
2. Images and description of unit and mobile application. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units and Section 6, Operations and Customer Service)
3. A sample of the unit to be used under this program for inspection by ATD. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units)
4. Description of pricing structure, rates, and method(s) of communication to the customer. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service)
5. A Unit Inventory List in an electronic spreadsheet listing the serial number of each unit. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units, Part C)
6. As part of the applicant's Citywide Unit Placement Plan
 - a. A Safety Response Plan detailing how safety and maintenance issues will be identified and addressed. (See Dockless Mobility Technology Rules Section 4, Safety)
 - b. An ESRI ArcGIS shapefile specifying the geographic area of interest, if seeking supplemental units above the 500 units authorized under the initial license application. (See Dockless Mobility Technology Rules Section 3, Service Area and Size of Fleet, Part B(1))
 - c. A Marketing and Outreach Plan. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service, Part F)
 - d. A Maintenance, Cleaning, Repair and Waste Management Plan. (See Dockless Mobility Technology Rules Section 6, Operations and Customer Service, Part G)
7. Access to a documented web-based application programming interface (API) capable of providing fleet information and anonymized data for each trip. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part F, H)
8. All copies of the terms of service, including the privacy policy, the End User License Agreement (EULA) and all versions of this information available when accessing the service from a smart phone as well as the operator's website. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part D)
9. Copy of the Performance bond listing the City of Austin. (See Dockless Mobility Technology Rules Section 8, Insurance, Performance Bond and Fees, Part B)
10. Certificate of conformance to 16 CFR part 1512 for each import shipment of bicycles, and the equivalent for each shipment of scooters. (See Dockless Mobility Technology Rules Section 2, Dockless Mobility Units, Part I)
11. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles, and the equivalent for each model scooter. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part F, H)
12. If operating electric-assist units, certification from a qualified independent testing laboratory that the make and model of electric bicycles and scooters used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph. (See Dockless Mobility Technology Rules Section 7, Data Reporting and Sharing, Part K)

Finish and Save Form

1. Proof of insurance documentation that names the City of Austin as an additional insured. (See Terms and Conditions of License for requirements).	2
2. Images and description of unit and mobile application.	3
Pace Bike Description	3
Cable Lock	3
Pace App	4
3. A sample of the unit to be used under this program for inspection by ATD.	4
4. Description of pricing structure, rates, and method(s) of communication to the customer.	5
Pricing Structure, rates	5
Methods of Communication	5
5. A Unit Inventory List in an electronic spreadsheet listing the serial number of each unit.	5
6. As part of the applicant's Citywide Unit Placement Plan	5
a. A Safety Response Plan detailing how safety and maintenance issues will be identified and addressed.	5
b. An ESRI ArcGIS shapefile specifying the geographic area of interest, if seeking supplemental units above the 500 units authorized under the initial license application.	5
c. A Marketing and Outreach Plan.	6
d. A Maintenance, Cleaning, Repair and Waste Management Plan.	7
7. All copies of the terms of service, including the privacy policy, the End User License Agreement (EULA) and all versions of this information available when accessing the service from a smart phone as well as the operator's website.	8
8. Copy of the Performance bond listing the City of Austin.	8
9. Certificate of conformance to 16 CFR part 1512 for each import shipment of bicycles, and the equivalent for each shipment of scooters.	8
10. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles, and the equivalent for each model scooter.	8
11. If operating electric-assist units, certification from a qualified independent testing laboratory that the make and model of electric bicycles and scooters used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph.	9



1. Proof of insurance documentation that names the City of Austin as an additional insured. (See Terms and Conditions of License for requirements). See attached for insurance documentation naming the City of Austin as additionally insured.



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210		CONTACT NAME: PHONE (A/C No. Ext.): 617-261-6700 FAX (A/C No.): 617-646-0400 E-MAIL ADDRESS:	
INSURED ZAGSINC-01 Zagster, Inc. 50 Milk Street Boston MA 02109		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 22357	

COVERAGES

CERTIFICATE NUMBER: 461437312

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			9/10/2017	9/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5/17/2017	6/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured as respects to the General Liability and Automobile policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

30 day notice of cancellation applies.

Waiver of Subrogation applies to certificate holder, as respects to the General Liability and Automobile Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Austin, ATTN: Mobility Services
P.O. Box 1088
Austin TX 78767

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick J. Vasek

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



General Lines Agent

Life, Accident, Health and HMO, Property and Casualty

GREGORY OTIS HUNTER

9 MINEBROOK RD
SUDBURY, MA 01776-1741

is authorized to transact business as described above

License No: 1407974

Issue Date: 09-05-2006

Expiration Date: 05-31-2019

Generated by Sircon 160138303

TEXAS

DEPARTMENT OF INSURANCE
THIS IS TO CERTIFY THAT



GREGORY OTIS HUNTER
9 MINEBROOK RD, SUDBURY, MA 01776-1741

LICENSE NUMBER: 1407974

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS
IN ACCORDANCE TO THE LICENSE DESCRIPTION
SHOWN BELOW:


General Lines Agent

Life, Accident, Health and HMO,
Property and Casualty

Issue Date: 09-05-2006

Expiration Date: 05-31-2019

Generated by Sircon 160138303

- 
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Images and description of unit and mobile application.

Pace Bike Description

Our flagship Pace bike is purpose-built for accessibility, comfort and reliability. It is as sturdy as a traditional kiosk-based bike, but as flexible and easy to use as a dock-less bike. Simply put, the Pace bike embodies the best of both worlds without the compromise.

Adjustable seat fits adult riders

Smart keypad control allows for quick checkout

On-bike cable securely attaches bike to rack

Mounted ring lock immobilizes bike when not in use

Fenders and chain guard keep riders clean



5 gear shifting

Bell

Convenient front basket

Dynamo powered, automatic front & rear lights

Reflective decals and rims

Cable Lock

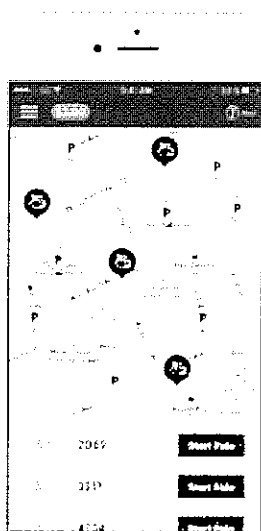
The bike comes equipped with a cable lock to make sure the bike is secure and cannot tip-over in the right of way:



Pace App

Riders start, pause, and end trips using the Pace app. The process is as simple as:

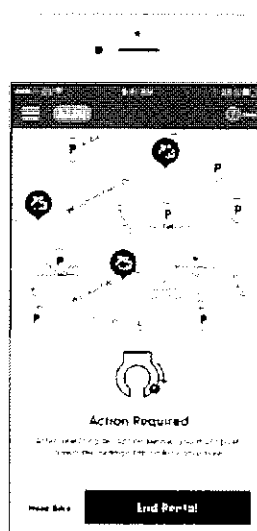
1



Start your ride

Riders use the Pace app to find, select and unlock a bike nearby.

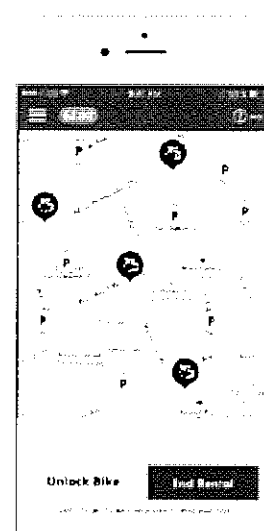
2



Make quick stops

Riders can put their bikes on "hold", a feature unique to Pace.

3



Park & lock

Riders can park and lock to any Pace or public rack near their destination.

*In addition, the app is also the location where riders can connect with customer support, answer FAQs, and report any issues

3. A sample of the unit to be used under this program for inspection by ATD. Zagster will coordinate with ATD staff to provide a Pace bike for inspection.

4. Description of pricing structure, rates, and method(s) of communication to the customer.

Pricing Structure, rates

Cost

\$1 per half hour ride

Methods of Communication

Pace riders are communicated with in-app, via sms text message, and via email.

5. A Unit Inventory List in an electronic spreadsheet listing the serial number of each unit.

Please see attached excel sheet for a unit inventory with corresponding serial numbers.

6. As part of the applicant's Citywide Unit Placement Plan

a. A Safety Response Plan detailing how safety and maintenance issues will be identified and addressed.

Pace will receive feedback from riders on bike related issues that require a mechanic's attention. Issues can be reported through our mobile application. Once that feedback is received the bike will be made unavailable for rental, until it is picked up, examined and repaired by a mechanic, and put back in the field. Pace will respond to rider, local business, police or city officials calling in regarding parking issues, damaged or vandalized bikes, and will dispatch a rebalancer to retrieve the bike or correct the parking of the bike. Pace records parking infractions, offering first education and then penalties to riders with multiple offenses. Rebalancers will check on each deployed bike visually at least weekly to verify correct parking, cleanliness and the absence of maintenance issues.

b. An ESRI ArcGIS shapefile specifying the geographic area of interest, if seeking supplemental units above the 500 units authorized under the initial license application.

Zagster will be launching within the limit of the 500 units authorized by the City of Austin.



Bicycle asse	Bicycle Model	eRL unit r	eRL QR capture	Bicycle serial number
10872	Pace 2018A	8812	AXA	
10873	Pace 2018A	8813	AXA	
10874	Pace 2018A	8814	AXA	
10875	Pace 2018A	8815	AXA	
10876	Pace 2018A	8816	AXA	
10877	Pace 2018A	8817	AXA	
10878	Pace 2018A	8818	AXA	
10879	Pace 2018A	8819	AXA	
10880	Pace 2018A	8820	AXA	
10881	Pace 2018A	8821	AXA	
10882	Pace 2018A	8822	AXA	
10883	Pace 2018A	8823	AXA	
10884	Pace 2018A	8824	AXA	
10885	Pace 2018A	8825	AXA	
10886	Pace 2018A	8826	AXA	
10887	Pace 2018A	8827	AXA	
10888	Pace 2018A	8828	AXA	
10889	Pace 2018A	8829	AXA	
10890	Pace 2018A	8830	AXA	
10891	Pace 2018A	8831	AXA	
10892	Pace 2018A	8832	AXA	
10893	Pace 2018A	8833	AXA	
10894	Pace 2018A	8834	AXA	
10895	Pace 2018A	8835	AXA	
10896	Pace 2018A	8836	AXA	
10897	Pace 2018A	8837	AXA	
10898	Pace 2018A	8838	AXA	
10899	Pace 2018A	8839	AXA	
10900	Pace 2018A	8840	AXA	
10901	Pace 2018A	8841	AXA	
10902	Pace 2018A	8842	AXA	
10903	Pace 2018A	8843	AXA	

10943 Pace 2018A	8893
10944 Pace 2018A	8894
10947 Pace 2018A	8967
10948 Pace 2018A	8968
10949 Pace 2018A	8969
10950 Pace 2018A	8970
10951 Pace 2018A	8971
10952 Pace 2018A	8972
10953 Pace 2018A	8973
10954 Pace 2018A	8974
10955 Pace 2018A	8975
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10958 Pace 2018A	8978
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10960 Pace 2018A	8980
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10963 Pace 2018A	8983
10964 Pace 2018A	8984
10965 Pace 2018A	8985
10966 Pace 2018A	8986
10967 Pace 2018A	8987
10968 Pace 2018A	8988
10969 Pace 2018A	8989
10970 Pace 2018A	8990
10971 Pace 2018A	8991
10972 Pace 2018A	8992
10973 Pace 2018A	8993
10974 Pace 2018A	8994
10975 Pace 2018A	8995
10976 Pace 2018A	8996
10977 Pace 2018A	8997
10978 Pace 2018A	8998
10979 Pace 2018A	8999
10980 Pace 2018A	9000
10981 Pace 2018A	9001
10982 Pace 2018A	9002
10983 Pace 2018A	9003
10984 Pace 2018A	9004

11025 Pace 2018A 9045 AXA-
11026 Pace 2018A 9046 AXA-
11027 Pace 2018A 9047 AXA-
11028 Pace 2018A 9048 AXA-
11029 Pace 2018A 9049 AXA-
11030 Pace 2018A 9050 AXA-
11031 Pace 2018A 9051 AXA-
11032 Pace 2018A 9052 AXA-
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c. A Marketing and Outreach Plan.

We have an entire marketing team dedicated to crafting, evangelizing and demonstrating the true value of bike share to our operating communities. We employ a wide range of marketing channels, tactics and initiatives to demonstrate directly how simple, easy and convenient it is for any member of the community to use bike share as a part of their daily life.

Our community marketing relies on two primary channels: direct-to-consumer marketing, and partner engagement, including creating direct relationships with the businesses and civic organizations that are so central to the community.

Through our consumer marketing, we're able to demonstrate both how Pace bike share works, as well as how easily it can become an important part of daily life. Examples of our rider marketing strategies include:

- Paid digital marketing and social media campaigns (e.g., Facebook, Instagram, Twitter, online display advertising, etc.)
- Public relations: working directly with both the city as well as community boards and organizations to show the value of bike share to the broader community via press releases and local/regional/national news coverage.
- Local event-based and experiential marketing campaigns, in which members of the Pace engage directly with riders in their community to demonstrate the app and key functionality of Pace bikes. In some cases, this entails tabling at community events for such demonstrations, and also includes teams riding bikes into and around neighborhoods for first-hand demonstrations.
- Print marketing materials, which we distribute in each neighborhood, including flyers, posters, promotion cards (i.e., for free or discounted rides).
- Physical marketing materials, including items like branded water bottles, t-shirts, bike helmets, etc., distributed to aligned community groups and/or direct to consumers through our local marketing efforts.
- Email- and mobile-based direct communications with registered riders promoting special community events, offering limited-time discounts/free rides and generally encouraging ridership.




In addition to the marketing activities listed above, activating word-of-mouth referrals via community partnerships is one of the strongest methods of both creating awareness and encouraging new riders to try bike share. We will focus on promoting bike culture, and focusing on community input, education and safety by establishing partnerships with key local organizations. We will be a dedicated, community partner in Austin, committed to being an equitable, entrenched part of the community fabric that defines Austin.

d. A Maintenance, Cleaning, Repair and Waste Management Plan.

Pace bikes receive Preventative Maintenance at least once every 60 days or 60 rides by our mechanics in our operations depot, whichever comes first. Each bike receives this Preventative Maintenance if it comes in for a rider reported repair as well (i.e. flat tire). Rebalancers will check on each deployed bike visually at least weekly to verify correct parking, cleanliness and the absence of maintenance issues. Batteries are held onto to be disposed of properly after swapping. Spare parts are shipped to, and stored in, our Operations Depot.

Our Preventative Maintenance consists of the following;




Examine Branding: confirm the presence of the following branding features.
Replace as necessary.


- 2 numbered and matching asset tags (1 on bike, 1 on keypad)
- Proper informational stickers

Ensure Safety: ensure proper functioning of the following critical areas. Fix possible sources of danger immediately. Place on service hold until issues are resolved.

- Rear and front brake pads and cables
- Tires (look for excessive wear, rot, deflation, bubbles, or rubbing)
- Chain guard
- Front and rear lights
- Shifter and Drivetrain

Verify Security: check the proper functioning and attachment of each locking component. Repair or replace as necessary. Ensure that the issued codes work.


- ERL (Ringlock)
 - Keypad
 - On bike locking cable
 - GPS
 - Internal seat tether
- 



Standard Maintenance: give the bicycle a basic tune-up to ensure an excellent riding experience. Make sure all components are tight, well-adjusted, and function properly. Clean the bike of any surface dust and debris.

- Chain (lubed)
- Wheels (true)
- Gears (shift properly)
- Headset (adjusted)
- Bolts and Zipties
- Lights (front and rear in place and working)
- Frame
- Handlebars
- Basket
- Crank arms
- Pedals

Test Ride: once the above items are taken care of, take the bicycle for a brief ride to confirm it is functioning properly.



7. All copies of the terms of service, including the privacy policy, the End User License Agreement (EULA) and all versions of this information available when accessing the service from a smart phone as well as the operator's website. Please see attached documents including our:

- Privacy Policy
- Terms of Use
- Liability Waiver

Our website is www.ridepace.com


8. Copy of the Performance bond listing the City of Austin.

Please see attached for our performance bond listing the City of Austin.

9. Certificate of conformance to 16 CFR part 1512 for each import shipment of bicycles, and the equivalent for each shipment of scooters.

Please see attached documentation for our certificate of conformity to 16 CFR part 1512.

10. Test results from a qualified independent lab demonstrating that each model bicycle put into service meets or exceeds ISO 4210: Safety Requirements for City and Trekking Bicycles, and the equivalent for each model scooter.




Please see attached documentation for our ISO 4210: Safety Requirements test results.



Privacy Policy

Effective as of December 1, 2017

- [1. Application of this Privacy Policy](#)
- [2. When We Collect Information](#)
- [3. Types of Information We Collect](#)
- [4. How We Use Information We Collect](#)
- [5. Sharing Information with Third Parties](#)
- [6. Choices about Use of Your Information](#)
- [7. Use of Standard Security Measures to Protect Your Information](#)
- [8. Storing Information in the United States](#)
- [9. Links to Third Party Websites or Services We Do Not Control](#)
- [10. California Online Privacy Protection Act \(CalOPPA\)](#)
- [11. Children Online Privacy Protection Act \(COPPA\)](#)
- [12. CAN SPAM Act](#)
- [13. Updating Your Information](#)
- [14. Updates to this Privacy Policy](#)
- [15. Contact Us](#)



1. Application of this Privacy Policy


Zagster, Inc. ("Zagster", "we", "us", "our") cares about your privacy rights and takes our responsibilities regarding your information seriously. We have prepared this Privacy Policy to help you understand how we collect, use, and seek to safeguard personal information on the platforms where this policy is located, including our ridepace.com website, our Pace mobile application and through our Pace bike sharing services (collectively, the "Platforms").

By downloading, accessing or using the Platforms, you agree to the terms and conditions of this Privacy Policy and our [Terms of Use](#). Riders of our bike sharing programs also agree to our [Rider Agreement](#), along with the [Terms of Use](#) and this Privacy Policy.


2. When We Collect Information

We collect information from you when you visit our Platforms, register for an account, request information, respond to a survey, contact our customer service team, enter information through our Platforms or give information to us in any other way. We collect information directly from you when you provide it, such as when you create an account or sign up for information through our Platforms. We also collect information from you passively, through tools such as browser cookies and email beacons. We may also combine information that we have collected offline with information we collect online or we may combine information we get from a third party with information we already have.

3. Types of Information We Collect



We collect two types of information from you. Personal Information is information that identifies you personally, such as your first and last name, email address, or billing information (such as your credit card number, cardholder name, and card expiration date). We also collect Other Information that does not identify you personally, such as gender,




country of residence and other demographic information as well as Platform usage information. Any time we combine Other Information with Personal Information, we will treat the information as Personal Information. Below are the types of Personal Information and Other Information we collect.

Contact Information. As part of the sign-up process, we may collect your name, birth date, email address, phone number and other contact information. We may also collect this information when you request white papers or register for events, such as webinars, with us.

Payment Information. As part of the sign-up process, we may collect your billing address, credit card number, expiration date, security code and/or other information regarding digital payment accounts such as PayPal or Google Wallet.

Demographic Information. We may collect information like your gender and age. We may also collect your zip code.

Engagement Information. We may collect browsing and engagement data with the Platforms. This may include how often you visit the Platforms, the amount of time you spend using the Platforms, and how you engage with the Platforms. We might also look at what website you came from or what links you click on within the Platforms.




Technical Information. We may collect information about the browser or device you are using, including your IP address, your phone number and your unique mobile device identifier – such as the International Mobile Equipment Identity or the Mobile Equipment ID number. We may also collect information about the mobile app version you are using and your geolocation.

GPS Information. We may track your location and use of bikes using the GPS available through your mobile device. We will not collect any location information that you do not volunteer or enable, but you must agree to provide certain location information within in order to use the Pace bike sharing service. We use this information to track the location of bikes.


Ride Information. We may collect information about your use of the Pace bike sharing service and details about your rentals and rides, including dates and times. We also collect information you share with our customer support team about your experience.

Referral Information. From time-to-time you may provide us with the name and email address for people you want to refer to our Platforms. We will not use this information except to send a referral email and to track the success of any referral programs.


4. How We Use Information We Collect



We may use the information, including Personal Information, we collect from you in the following ways:

- 
- For registration and to manage your account, including to allow your access to and use of our Platforms; to communicate with you in general.
 - To personalize a user's experience and to allow us to deliver the type of content and product offerings in which you are most interested.
 - To operate and improve our Platforms in order to better serve you.
 - To create aggregated and anonymized information to determine which features within the Platforms are most popular and useful to users, and for other statistical analyses.
 - To allow us to better service you in responding to your customer service requests.
 - To obtain your feedback about our Platforms.
 - To administer a contest, promotion, survey or other site feature.
 - To quickly process your transactions.
 - To send periodic emails regarding your Pace membership or other products and services.
 - To market our products and services and new features or updates to our Platforms.
 - To resolve disputes or troubleshoot problems.
 - To protect our company, our customers, and the Platforms.
 - To prevent potentially prohibited or illegal activities.
 - To enforce our [Terms of Use](#)
 - As otherwise described to you at the point of collection.


5. Sharing Information with Third Parties




Except as set forth in this Privacy Policy, we do not sell, trade, or otherwise transfer to outside parties your Personal Information unless we provide you with advanced notice. Other than as set out below, you will be notified when Personal Information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.

We may share information with third parties who perform services on our behalf. For example, we share Information with vendors who send emails for us. We may share information with companies that help us operate our platforms, provide business analytics, provide customer support, or run a promotion. We may also share information with companies that help us fulfill customer requests. This may include third party payment processors. Vendors who have access to and collect information may only do so as needed to perform their functions and are not permitted to share or use the information for any other purpose.

We may share Personal Information with business partners. We may share your Personal Information with our business partners from time to time. This includes the municipalities, colleges and universities, and sponsors that may be associated with Pace bike sharing systems you use.



We may share Other Information with third parties. We may share aggregate or anonymous information with third parties, including with advertisers, partners and investors, for marketing, advertising or any other purpose. For example, we may tell our advertisers the number of visitors our Platforms receive. We may share engagement




information with partners, such as number of riders, number of trips from particular locations, and popular trip times.

We may share information if we think we have to in order to comply with the law or to protect ourselves. For example, we will share information to respond to a court order or subpoena. We may share information if a government agency or investigatory body requests it. We might share information if we are investigating potential fraud. This might include fraud we think has happened during a promotion. If you are the winner of a sweepstakes or contest, we may also share your information with anyone who requests a winner's list. We might share information to enforce our terms and conditions or otherwise establish or exercise our legal rights. We might also share information to protect our rights, privacy, safety or property or that of our partners and customers.

We may share information in connection with a corporate transaction. For example, if part or all of our business is sold, we may include customer information as part of that transaction.

We may share information as otherwise required by law and for other reasons we may describe to you.


6. Choices about Use of Your Information




You can opt out of receiving our marketing emails. To stop receiving our promotional emails, follow the instructions in any promotional message you get from us. Even if you opt out of getting our marketing messages, we will still send you transactional messages. These include responses to your questions as well as service announcements and administrative messages.

You can control cookies. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. If you disable cookies off, some features will be disabled that make your site experience more efficient and some of our services will not function properly. Options you select are browser and device specific, so in some cases, blocking or rejecting cookies will not stop all all tracking described here.

You can control Google Ad Settings. We use the Google Demographics and Interests reporting through Google Analytics. Through a first party cookie, it compiles data regarding user interactions with ad impressions, and other ad service functions as they relate to our website. Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising initiative opt out page or permanently using the Google Analytics Opt Out Browser add on.



Our Do Not Track Policy: Some browsers have "do not track" features that allow you to tell a website not to track you. We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.



You can control certain tools on your mobile devices. For example, you can turn off the GPS locator or push notifications on your phone. You can also reset your Apple's IDFA at any time by following the directions here and Google's Advertising ID by following the directions here.


7. Use of Standard Security Measures to Protect Your Information

The Internet is not 100% secure. We cannot promise that your use of our platform will be completely safe or that the information you provide to us will be secure at all times. Zagster will not be held responsible for events arising from unauthorized access to your Personal Information. We encourage you to use caution when using the Internet. We keep personal information as long as it is necessary or relevant for the practices described in this Privacy Policy. We also keep information as otherwise required by law.

8. Storing Information in the United States

If you are visiting any of our Platforms from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States where our servers are located and our central database is operated. We may also store information in other countries. If you are visiting any of our Platforms from outside the United States, you understand and agree that we may transfer your information to the United States. Access to and use of the Platforms is subject to U.S. laws, which may not afford the same level of protection as those in your country. By using our services, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Privacy Policy.

9. Links to Third Party Websites or Services We Do Not Control




We may provide links to third party websites within the Platform. These external third party websites do not operate under this Privacy Policy. We are not responsible for these third party websites, including the privacy practices of such third party websites and we recommend that you examine the privacy statements posted on those other websites to understand their procedures for collecting, using, and disclosing personal information.

10. California Online Privacy Protection Act (CalOPPA)


CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require people or companies that operate websites collecting personal information from California consumers to post a conspicuous privacy policy on their website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy.

Additionally, under CalOPPA, if you reside in California, you have the right to ask us one time each year if we have shared personal information with third parties for their direct marketing purposes. To make a request, please send us an email, or write to us at the address listed below. Please mark your inquiries "California Data Request."

11. Children Online Privacy Protection Act (COPPA)



Our platforms where this Privacy Policy is found are meant for adults. We do not specifically market to children under 13 and we do not knowingly collect personally identifiable information from children under 13 without permission from a parent or



guardian. If you are a parent or legal guardian and think your child under 13 has given us information, you can contact us at privacy@zagster.com.

12. CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and provides penalties for violations.

In accordance with the CANSPAM law, we will (i) not use send emails with false or misleading subjects or from false or misleading email addresses, (ii) identify in some reasonable way when a message is an advertisement, (iii) including the physical address or our business headquarters, (iv) allow users to unsubscribe by using the link at the bottom of each email, (v) honor opt-out/unsubscribe requests and (vi) monitor third party email marketing services for compliance, if one is used.

13. Updating your Information

You can access and update your contact and other information by accessing your account through the mobile app, if you have an account, or by contacting us at privacy@zagster.com. If you update any of your information, we may keep a copy of the information that you originally provided to us in our archives for uses documented in this policy. You can also close your account by contacting support within the mobile app. Please note that after you close an account, you will not be able to sign in or access any of the information within your account. However, you can open a new account at any time.

14. Updates to this Privacy Policy

We know that our business will continue to evolve and from time to time we may change our privacy policies. We will notify you of any material changes to our Privacy Policy as required by law. We will also post an updated copy our platform. Please check our platform periodically for updates. You can determine when this Privacy Policy was last updated by reviewing the last revision date below and any revisions will take effect upon posting. Use of the Platforms after a notice of changes has been sent to you or published through the Platforms shall constitute consent to the changed terms and practices.


15. Contact Us

If you have any questions about this policy or want to correct or update your information, please email us at privacy@zagster.com.

You can also write to us at:

Zagster, Inc.
Attn: Privacy
25 First Street, Suite 104
Cambridge, MA 02141

If you have questions regarding your bike sharing account or use of our bike sharing service, you may send an email to support@ridepace.com or contact us through the support mechanisms available through the Pace mobile app.



Terms of Use

Effective as of December 1, 2017

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.

You acknowledge that these terms include disclaimer of warranties, damage and remedy exclusions and limitations. Additionally, SECTION 15 OF THESE TERMS OF USE CONTAINS A BINDING ARBITRATION CLAUSE, CLASS ACTION WAIVER AND MASSACHUSETTS JURISDICTION. IF YOU LIVE IN THE UNITED STATES, THIS SECTION AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES THAT YOU MAY HAVE WITH US.

- [1. Introductions](#)
- [2. Changes to the Agreements](#)
- [3. Availability of Platforms, Technology Limitations and Modifications](#)
- [4. General Rules of Conduct](#)
- [5. Social Media Policy](#)
- [6. License and Ownership](#)
- [7. Suspension and Termination](#)
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- [9. Recordings of Contact with Zagster](#)
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- [11. Intellectual Property/DMCA](#)
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- [13. LIMITATION OF LIABILITY AND DAMAGES](#)
- [14. Indemnification](#)
- [15. Governing Law; Arbitration; Jury Trial Waiver; Class Action Waiver; Forum Selection Clause](#)
- [16. General](#)
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1. Introductions

Thanks for your interest in Zagster, Inc. ("Zagster", "we", "us", "our"). By using the websites located at [ridepace.com](#) and the Pace mobile application (including all material and content contained on each therein, the "Platforms"), you are agreeing to the Terms of Use ("Terms") set forth below and our [Privacy Policy](#), which is incorporated into these Terms by reference. The Terms and the [Privacy Policy](#) are referred to collectively as the "Agreement". If you are an individual and using the Platforms on behalf of an organization, "you" means such organization and in such case, the person accessing the Platforms represents and warrants that s/he has the authority to bind such entity to all of the terms and conditions of this Agreement.

Riders of our bike sharing programs also agree to our [Rider Agreement](#), along with these Terms and [Privacy Policy](#). From time to time, we may also establish separate registration procedures and separate terms and conditions, terms of service, user agreements, or

similar legal agreements for other services and products offered by us. We will inform you of any such applicable separate agreements.

2. Changes to the Agreement

The Agreement may, at our sole discretion, be revised in writing by us. The date of the last modification is posted at the top of the Agreement. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. If we make material changes to the Agreement, we may notify you by sending an email to the last email address you provided to us (if any) and/or by prominently posting notice of the changes on our Platforms. If the changes are not acceptable to you, your only recourse is to cease using the Platforms. By continuing to use the Platforms after changes are made, you are agreeing to the changes.

3. Availability of Platforms, Technology Limitations and Modifications

We will make reasonable efforts to keep the Platforms operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platforms, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Platforms or any function or feature thereof. You understand and agree that we have no obligation to maintain, support, upgrade or update the Platforms, or to provide all or any specific content through the Platforms.

Although the Platforms may be accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Platforms are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Zagster reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on the Platforms is void where prohibited. If you choose to access the Platforms from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

4. General Rules of Conduct

By viewing, posting to, or otherwise using the Platforms, you agree to abide by these rules and not to use the Platforms in any manner not expressly permitted by the Agreement. Failure to do so may result in suspension or termination of your access and/or license to use to the Platforms.

Please respect us, the Platforms and other users of the Platforms. Do not engage in any activity on the Platforms which is or includes material that (a) is obscene, threatening, racist, sexist, discriminatory, offensive, abusive, defamatory or pornographic; (b) includes personal attacks on Zagster or other community members; (c) is owned by a third party, unless you have express permission from the content's owner; (d) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property or privacy rights; (e) includes malicious content such as malware, trojan horses or viruses, (f) interferes with any user's access to the Platforms; (g) uses any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Platforms, or any content contained therein; (h) mirrors or frames the Platforms or any content made available

through the Platforms, places pop-up windows over its pages, or otherwise affects the display of the Platform's pages; (i) impersonates or misrepresents your affiliation with another person or entity, or is otherwise fraudulent or misleading; (j) interferes with the Platforms, tampers with or attempts to probe, scan, or test for vulnerabilities in the Platforms, including our computer systems or network, or breaches any of our security or authentication measures; (k) attempts to gain access to secured portions of the Platforms to which you do not possess access rights; or (l) conflicts with or is not expressly permitted under the Agreement, as determined by us.

You represent and warrant that any registration information that you submit to us is true, accurate and complete, and you agree to maintain its accuracy and immediately notify us if any information is inaccurate. Your use of the Platforms is subject to your standard phone and/or internet fees for data, messaging and any other limits put in place by your carrier and you are responsible for any fees related thereto as a result of your usage of the Platforms.

5. Social Media Policy

By viewing, posting to or otherwise using Zagster's social media platforms accounts, you agree to abide by these rules and not to use or interact with Zagster's social media platforms accounts in any manner not expressly permitted by the Agreement. This includes the agreement that you will not engage in any activity on the Zagster's social media platform accounts which is or includes material that (a) contains blind links (we reserve the right to remove blind links); (b) includes personal attacks on Zagster or other community members; (c) is obscene, threatening, racist, sexist, discriminatory, offensive, abusive, defamatory or pornographic; (d) includes personal information, such as email addresses and phone numbers; (e) is used for business purposes, including selling products, soliciting money, or recruiting fans, followers, and group members; (f) is owned by any third party, unless you have express permission from the content's owner, (g) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property or privacy rights; (h) impersonates or misrepresents your affiliation with another person or entity, or is otherwise fraudulent or misleading; (i) interferes with any user's access to the Zagster's social media platforms accounts; and (j) conflicts with or is not expressly permitted under the Agreement, as determined by us. If you elect to make comments or posts on Zagster's social media accounts, please be aware that Zagster has the right, in its sole discretion, but not the obligation to remove comments and posts.

TO THE FULLEST EXTENT PERMITTED BY LAW, ZAGSTER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO ACCURACY, INTEGRITY, OR SECURITY AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH RESPECT TO ANY CONTENT POSTED ON OUR SOCIAL MEDIA PLATFORMS.

6. License and Ownership

(a) License to the Platforms. We own all right, title, and license in and to the Platforms and hereby grant you a limited, revocable, non-exclusive, non-transferable license to use the Platforms for your personal use in accordance with this Agreement. Except as expressly

permitted by us, you agree that you will not sublicense, resell, rent, reverse engineer, modify or otherwise make derivative works of, assign, distribute, or otherwise commercially exploit the Platforms or any parts thereof. All rights not expressly granted to you are reserved by us. This license shall automatically expire upon termination of this Agreement.

(b) License to Feedback. You grant Zagster an unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free worldwide license to use and/or incorporate into the Platforms any feedback, suggestions and/or recommendations you provide to us. This is true whether you provide the feedback on the Platforms or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

(c) License to Material Posted by You. You further grant Zagster an irrevocable, perpetual, royalty-free, fully paid up, worldwide, right and license (with right of sublicense) to use, copy, modify, distribute, publicly perform and display and otherwise commercially exploit any and all content you post to Zagster social media accounts for any purpose whatsoever.

7. Intellectual Property/DMCA


The Platforms are protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. Additionally, we respect the intellectual property rights of others. If you think material hosted by us infringes your copyright, please provide us the following information:

(a) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where in the Platforms the material that you claim is infringing is located; (d) your address, telephone number and, if available, an email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information provided by you in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner.

Your claim should be sent by mail or email to Zagster at the address listed in Section 16(h), ATTN: Copyright Agent or by email at copyright@zagster.com.

8. Suspension and Termination

We may suspend your access to the Platforms at any time, including in the event of your actual or suspected unauthorized use of the Platforms or non-compliance with the Agreement. In our sole discretion, in addition to any other rights or remedies available to us and without any liability whatsoever, we may, at any time and without notice, terminate or restrict your access to the Platforms for any reason or no reason. If you have been notified by us that you are prohibited from using the Platforms, then notwithstanding anything to the contrary, you have no license to use the Platforms and any access by you or on your behalf shall be unauthorized and unlawful.




You also agree that any violation by you of this Agreement will constitute an unlawful and unfair business practice, and will cause irreparable harm to Zagster, for which monetary damages would be inadequate, and you consent to Zagster obtaining any injunctive or equitable relief that Zagster deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Zagster may have at law or in equity. If Zagster does take any legal action against you as a result of your violation of these Terms, Zagster will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Zagster.

9. Recordings of Contact with Zagster

Telephone calls, email correspondence, and social media communications with Zagster and its agents may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls, emails, and social media communications with us and our agents.

10. Third Party Links



A link on the Platforms to a non-Zagster website does not mean that Zagster endorses or accepts any responsibility for the content, or the use, of such website or the products or services offered thereon. Accordingly, you acknowledge and agree that Zagster is not responsible or liable for: (i) the availability or accuracy of such third party websites; (ii) the content, products, or services on or available from such third party websites; or (iii) the privacy policies or practices of such third party websites. It is up to you to take precautions to ensure that whatever you select for your use is free of viruses, worms, trojan horses and other items of a destructive nature. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party websites.

11. Promotions


We may, in our sole discretion, create promotional codes that may be redeemed for ride discounts and credits or other benefits, subject to terms that we may establish on a per-promotional-code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, unless expressly permitted by us; (iv) may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. We reserve the right to withhold or deduct credits or other benefits obtained through the use of Promo Codes by you or any other user in the event that Zagster determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or this Agreement. Promo Codes are governed by this Agreement and any other terms and conditions set forth at the time the Promo Codes are issued.

Additionally, we may, in our sole discretion, offer you the chance to participate in sweepstakes, contests, surveys, or other promotions ("Additional Promotions"). Additional Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of an Additional Promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.


12. DISCLAIMER OF WARRANTIES



WE ENDEAVOR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND




AGREE THAT THE PLATFORMS ARE PROVIDED "WITH ALL FAULTS" AND ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS, STATUTORY, OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SERVICE AT YOUR OWN RISK. WE DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, ACCURACY, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, LEGALITY, OPERABILITY, AVAILABILITY, OR CURRENTNESS OF ANY CONTENT AVAILABLE THROUGH THE PLATFORMS. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT, AND WE UNDERTAKE NO OBLIGATION TO UPDATE OR REVISE THE INFORMATION CONTAINED ON THE PLATFORMS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS OR CIRCUMSTANCES OR OTHERWISE. USE OF THE PLATFORMS IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE PLATFORMS AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE PLATFORMS WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THE PLATFORMS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE PLATFORMS OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.




IN ADDITION, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY ON OR THROUGH THE PLATFORMS OR ANY HYPERLINKED WEBSITE AVAILABLE THROUGH THE PLATFORMS. WE DO NOT CONTROL THIRD PARTY WEBSITES AVAILABLE THROUGH HYPERLINK AND WE ARE NOT RESPONSIBLE FOR ANY CONTENT AVAILABLE THEREIN. YOU UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY ON BEHALF OF US IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS.

Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such applicable law.

13. LIMITATION OF LIABILITY AND DAMAGES




YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE PLATFORMS IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR THE ZAGSTER



RELATED PARTIES (DEFINED IN SECTION 14) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE PLATFORMS, HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER SUCH DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.


SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE PLATFORMS, FROM INABILITY TO USE THE PLATFORMS, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PLATFORMS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).



SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED OR ADVERTISED THROUGH ANY LINKS PROVIDED IN THE PLATFORMS, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE PLATFORMS OR RECEIVED THROUGH ANY LINKS PROVIDED VIA THE PLATFORMS. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTIES OR FOR ANY INFORMATION APPEARING ON THIRD PARTY PLATFORMS OR ANY OTHER WEBSITES LINKED TO OUR PLATFORMS. YOU SPECIFICALLY ACKNOWLEDGE THAT ZAGSTER IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, INFRINGING, HARMFUL, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU ACKNOWLEDGE AND UNDERSTAND THAT THIS SECTION 13 REMOVES OR LIMITS OUR LIABILITY FOR NEGLIGENCE WHERE PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY FOR CERTAIN TYPES OF DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. THIS AGREEMENT DOES NOT WAIVE OR LIMIT ANY RIGHTS OR OBLIGATIONS NOT ALLOWED BY LAW AND WE DO NOT REQUEST THAT YOU WAIVE OR LIMIT ANY SUCH RIGHTS. IF ANY OF THE FOREGOING RESTRICTIONS APPLY, THEN THE ABOVE WAIVERS, DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN SUCH STATES OR JURISDICTIONS.

14. Indemnification



You agree to indemnify, defend and hold harmless Zagster and its parents, subsidiaries, affiliates, agents, directors, officers, employees, licensors, co-branders and other partners, contractors, representatives, successors, and assigns ("Zagster Related Parties") from and against any and all claims, demands, actions, suits, proceedings, investigations, allegations, damages, costs, expenses, amounts agreed to in settlement, losses and any and all other liabilities (including reasonable attorneys' fees and court costs) arising out of or resulting from: (i) your use of the Platforms; (ii) a violation of these Terms; (iii) a violation of any rights of any other person or entity; (iv) your registration or any activity in which you engage using the Platforms; (v) any viruses, Trojan horses, worms, time bombs, spyware,


malware, cancelbots or other similar harmful or deleterious programming routines input by you; or (vi) any other acts, omissions, negligence or misconduct by you.

15. Governing Law; Arbitration; Jury Trial Waiver; Class Action Waiver; Forum Selection Clause


These Terms and the relationship between you and Zagster shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. You agree to submit to the personal and exclusive jurisdiction of the courts located within the Commonwealth of Massachusetts for the adjudication of any and all claims arising out of your use of the Platforms and your relationship with Zagster, and you waive any objection thereto.

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Zagster or the Zagster Related Parties, will exclusively be settled through binding and confidential arbitration. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "Rules and Procedures"). You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and Zagster must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR ZAGSTER MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Zagster will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) Zagster also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (h) each side pays its own attorneys' fees and expenses unless there is a statutory



provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded will be determined by the applicable law.




Notwithstanding the foregoing, either you or Zagster may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of Zagster's patent, copyright, trademark, or trade secret will not be subject to this arbitration agreement. Such claims will be exclusively brought in the state or federal courts located in Boston, Massachusetts. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Boston, Massachusetts in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Boston, Massachusetts for such purposes. A request for interim measures will not be deemed a waiver of the right to arbitrate. With the exception of subparts (a) and (b) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (a) or (b) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor Zagster will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in state or federal court in Boston, Massachusetts. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

16. General


(a) Force Majeure. We will not be liable for any delay or failure to perform resulting from causes outside of our reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

(b) Independent Contractor. You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of the Platforms.

(c) Assignment. We may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this Agreement without our prior written consent, and any unauthorized assignment by you shall be null and void.




(d) No Waiver. Our failure to enforce or our delay in enforcement of any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition, or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.



(e) Equitable Remedies. You hereby agree that we would be irreparably damaged if this Agreement was not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws. Further, unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise

(f) Severability. Should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the full extent permitted by law.




(g) Electronic Communications. You Consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Platforms. You agree that all agreements, notices, documents, disclosures, and other communications that we provide to you electronically or post on the Platforms satisfy any legal requirement that such communications be in writing. You may withdraw your consent to receive Communications electronically by contacting us in the manner set forth in Section (h). If you withdraw your consent, from that time forward, you must stop using the Platforms. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all communications without interruption.

(h) Notices to Zagster. Any notices or communication required or permitted to be given to you will be as stated in Section (g) above. Any notices or communication required or permitted to be given to Zagster shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

Zagster, Inc.
25 First St. Suite 104
Cambridge, MA 02141
Attn: General Counsel
Email: support@ridepace.com

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted.



(i) Foreign Language Translations. For your convenience only, Zagster may provide you with a non-English translation of the Agreement. You agree that any such translation is for reference purposes and the English language versions will govern the parties' relationship.

(j) U.S. Export Regulations. You acknowledge and agree that material on the Platforms is subject to the U.S. Export Administration Laws and Regulations. Diversion of such material contrary to U.S. law is prohibited. You certify that you are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

(k) Survival. All provisions of this Agreement related to limitation and exclusion of liability, waivers, assumption of risk, warranties, and indemnification obligations survive termination of this Agreement, and any other terms of this Agreement which by their nature extend beyond the termination of this Agreement, remain in effect until fulfilled and apply to respective successors and assigns.

(l) Entire Agreement. This Agreement, including any materials incorporated by reference hereunder, constitutes all the terms and conditions agreed upon between you and us and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreement in any written or oral communication from you to us are void.

17. Contact Us

We can be reached at:

Zagster, Inc.

25 First Street, Suite 104

Cambridge, MA 02141

202.999.3924

Support@ridepace.com

If you have questions regarding your bike sharing account or use of our bike sharing service, you may send an email to support@ridepace.com or contact us through the support mechanisms available through the App.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE THAT MY USE OF THE PLATFORMS IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE AGREEMENT.

Rider Agreement, Waiver of Liability and Release

Effective as of November 10, 2017

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT THAT INCLUDES A RELEASE BY YOU OF, AND LIMITATIONS ON, CLAIMS FOR CERTAIN DAMAGES AGAINST US THAT MAY ARISE FROM YOUR USE OF THE PACE SERVICE. If you have any questions regarding this Agreement, please contact us via email at support@ridepace.com or phone at 833-321-PACE.

1. Introductions

2. Changes to the Agreement

3. Eligibility

4. Rider Guidelines and Rules

5. Fees; Refunds; Credit Cards

6. Term; Termination; Suspension

7. Promotions

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14. General

1. Introductions


Zagster, Inc. ("Zagster", "we", "us" and "our") provides a bike sharing/rental service that allows you, the rider, to rent bikes through our Pace mobile app (the "Pace Service").

By using the Pace Service, you accept and agree to comply with the terms and conditions in this Rider Agreement, Waiver of Liability and Release and any Schedules included herein (together, the "Rider Agreement") and our Privacy Policy, which is incorporated into this Rider Agreement by reference. The Rider Agreement and the Privacy Policy are referred to collectively as the "Agreement". IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO USE THE PACE SERVICE.

Certain provisions of this Agreement, including the rules related to your use of the Pace Service may vary based upon the jurisdiction in which you rent or use a Pace bike. For example, you may be required by law to wear a helmet in certain cities or jurisdictions.

2. Changes to the Agreement

The Agreement may, at our sole discretion, be revised in writing by us. We will give you notice of any changes either by email using the email address associated with your account




or through the mobile app. You agree that the amended terms and conditions of Agreement shall be effective and binding on you upon the later of (i) the effective date indicated in such notice and (ii) the date the updates were posted. By using the Pace Service after Zagster posts notice of any amendment to the Agreement, you accept and agree to such amendment.

If you would like a copy of the amended Agreement emailed to you, please submit your request to support@ridepace.com.

3. Eligibility

In order to use the Pace Service you must: (a) be 18 or older, (b) have the power to enter into a binding contract with us and are not barred from doing so under any applicable laws, and (c) have a valid credit or debit card that you are authorized to use, unless you have signed up through a Zagster-approved program that expressly does not require the use of a credit or debit card.

You represent and warrant that any registration information that you submit to us is true, accurate, and complete, and you agree to maintain its accuracy and immediately notify us if any information is inaccurate. Your use of the Pace Service is also subject to your standard phone and/or internet fees for data, messaging, and any other limits put in place by your carrier and you are responsible for any fees related thereto resulting from your use.




Please note that satisfying the foregoing criteria does not automatically give you the right to use the Pace Service. Acceptance of your ridership is subject to approval by Zagster and/or our partners in our sole discretion, and, without limiting the foregoing, ridership may be denied based upon additional criteria established from time to time by Zagster and/or its insurance providers.


4. Rider Guidelines and Rules

We have established some rules for you to follow when using the Pace Service. We've also provided answers to frequently asked question in the FAQ section of the Pace mobile app. You agree to abide by our rider rules and guidelines, including those in the FAQ, and not to use the Pace Service in any manner not expressly permitted by the Agreement. Failure to do so may result in suspension or termination of your account.

(a) Your use only. You may not lend, rent, or assign your bike or Pace account to anyone else or otherwise allow anyone else to use a bike that you have rented.

(b) Restrictions on use. You may not use a Pace bike (i) if you are under 18; (ii) for any speed race or competition or trick or stunt riding; (iii) if you are under the influence of alcohol or any drug, medication or substance under the effects of which the operation of a bike is prohibited, not recommended or impaired; (iv) to carry out a crime or for any other illegal activity or purpose; (v) in an imprudent, negligent, or abusive manner or in a manner abnormal for general bike usage; (vi) in any location that is prohibited or illegal; (vii) for any commercial purposes; (viii) outside of any posted designated hours of operations; (ix) if the bike is damaged or malfunctions; or (x) if you are otherwise in violation of the terms of this Agreement, including any eligibility requirements.






The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Pace bike, as determined by Zagster in its sole discretion, may be deemed a violation of these rules. Without limiting the foregoing, you must always use our bikes in accordance with all applicable laws and regulations. Zagster may report to the authorities any use of our bikes or other activities that are in violation of law.

(c) Bike Safety Check. You are responsible, prior to using a bike, to perform a simple check of the principal visible functional components thereof that may render the bike unsafe to operate, including (without limitation) to ensure that: (i) the seat, pedals and basket are properly attached; (ii) the bell, brakes and lighting, if any, are functioning properly; and (iii) the frame and tires are generally in good working condition.


Please notify Zagster immediately of any problems with a bike. If Zagster is not notified of a problem at the start of a rental, you will be deemed to be responsible for any problem with the bike discovered or reported after your rental. Failure to report damage may also result in the suspension or termination of your account.




Additionally, we advise you to (i) adjust braking distance in bad weather; (ii) adjust the height of the seat to fit you; (iii) wear a suitable helmet and clothing; and (iv) respect the Highway Safety Code in force at the time you are making use of the Pace Service (e.g., observing traffic lights and signs, using hand signals, and refraining from riding on the sidewalk, etc.).

(d) Familiarity with Bike Operation. You represent and warrant that you are familiar with how to operate a bike, and are reasonably competent and physically fit to ride a bike. You assume all responsibilities and risks for any injuries or medical conditions that may result from your use of our bikes.

(e) Locking. You must lock the Pace bike at all times when not in use during your rental and at the conclusion of the rental. Detailed instructions for how to lock and pause or continue your ride can be found in the mobile app. You will be charged the applicable rate for the bike until you have ended your ride within the mobile app and you will remain responsible for the bike until such time. You must advise Zagster immediately if you fail to lock the bike. You may also be charged a fee to replace any of the items missing from the bike or to replace the bike itself.




(f) Returning a Bike. When you are finished with your ride, you may return your bike to a physical Pace docking station. Physical Pace docking stations are shown in the mobile app. If there are no spaces available, you may lock your bike to a public bike rack, bike corral or other legally permissible public bike parking (i.e., "off-station parking"). There may be an added convenience charge to park off station and any such fees are detailed in the fees section of mobile app. When you are finished with your ride, you may not leave a bike somewhere out of sight, on private property, in a locked area, or any other non-public space. More details on where to return your bike rental can be found in the FAQ section of the mobile app. Whether you return your rental to a physical Pace docking station or use



off-station parking, you must lock the bike as detailed in Section (e) and end your ride in the mobile app.

(g) Damages. You agree to return the bike, including all accessories related thereto, to us in the same condition in which it was rented, minus normal wear and tear. You are responsible for the full value of any damages, including the costs of any repairs, caused to Zagster's property or the property of any third parties during the entire time while you are responsible for a Pace bike (the entire time the bike is reserved under your account), even if damage is weather-related or arises from similar causes.


(h) Accidents and Other Incidents. In case of an injury or incident involving property damage or any third party, you must contact Zagster and complete a Zagster incident report form, as well as provide us with any police reports that have been filed. Be prepared to provide us with the following information:

- 
1. Date, time, and place of incident;
 2. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
 3. Circumstances of the incident;
 4. The license plate numbers of any vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
 5. The names, addresses, and driver's license numbers of any persons involved in the incident; and
 6. The name, address, and driver's license number of the owner of the car (if the person involved in the incident is not the owner).


You must provide to Zagster and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Zagster regarding any incident involving a Pace bike. You agree to cooperate fully with Zagster in the investigation and defense of any such claim or lawsuit. Your account may be suspended until the investigation has been concluded.

(i) Lost or Stolen Bikes. Stolen or lost bikes must be immediately reported to Zagster. If a bike is not returned within 24 hours, we may charge you an out of service fee (\$50) and if a bike remains unreturned for more than 72 hours, we may deem the bike lost or stolen and charge you the full cost of the bike (\$1,500).

5. Fees; Refunds; Credit Cards



You agree to pay Zagster all applicable fees associated with your use of the Pace Service. Usage fees are incurred as set forth in the mobile app, and usage is rounded up to the nearest applicable increment. Usage fees may vary in different locations and may be updated within the fees section of the mobile app from time-to-time. You are responsible for providing and maintaining current credit card or debit card information on file with us. All fees are nonrefundable unless charged in error.




We may use a third party credit card processing company to process and charge your credit card and by providing us your credit card information, you acknowledge that we may share such information with the third party credit card processing company for billing purposes. You are solely responsible for any and all fees charged to your credit card by the card issuer, bank or financial institution, including, without limitation any credit card membership, overdraft, or over-the-credit-limit fees.

We reserve the right to suspend your account if the credit card provided for billing is declined. Ongoing issues with credit card billings may result in termination of your account. In addition, Zagster may utilize third parties to collect amounts owed to Zagster by you.

6. Term; Termination; Suspension

(a) Term. This Agreement commences upon the acceptance by Zagster of your account and the payment of any applicable fees and shall continue until the earlier of (i) such time as you cancel your account by contacting support@ridepace.com or (ii) Zagster terminates this Agreement upon notice to you (the "Term").




(b) Termination; Suspension. In our sole discretion, in addition to any other rights or remedies available to us and without any liability whatsoever, we may, at any time and without notice, terminate, suspend, or restrict your access to the Pace Service for any reason or no reason, including, without limitation, for (i) actual or suspected violations of this Agreement, (ii) failure to pay any fees due, or (iii) engaging in any activities or conduct that Zagster, in its reasonable discretion, determines to be inappropriate, abusive, or otherwise unacceptable. We also may require the return of our bikes at any time.

If you have been notified by us that you are prohibited from using the Pace Service, then notwithstanding anything to the contrary, you have no license to use the Pace Service and any access by you or on your behalf shall be unauthorized and unlawful. You agree to return immediately to Zagster any bike or any other property of Zagster's that you have in your possession.

With respect to any termination or cancellation of this Agreement, you remain responsible for any fees, costs, or expenses incurred prior to termination of this Agreement. In addition, you will be responsible for any and all costs, charges, fees, including legal fees, and expenses incurred by Zagster as a result of a breach of any of this Agreement, including any such costs associated with enforcing the terms of this Agreement.

7. Promotions



We may, in our sole discretion, create promotional codes that may be redeemed for ride credits, subject to terms that we may establish on a per-promotional-code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by us; (iv) may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. We reserve the right to withhold or deduct credits or other benefits obtained through the use of Promo Codes by you or any other user in the event that Zagster

determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or this Agreement. Promo Codes are governed by this Agreement and any other terms and conditions set forth at the time the Promo Codes are issued.

Additionally, we may, in our sole discretion, offer you the chance to participate in sweepstakes, contests, surveys, or other promotions ("Additional Promotions"). Additional Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of an Additional Promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

8. License and Ownership

(a) License to Pace Service. We own all right, title, and license in and to the Pace Service (which, for the avoidance of doubt, includes all Zagster-provided bikes, bike racks and locking mechanisms ("Pace Equipment")) and hereby grant you a limited, revocable, non-exclusive, non-transferable license to download the Pace mobile app and otherwise use the Pace Service for your personal use in accordance with this Agreement. Except as expressly permitted by us, you agree that you will not sublicense, resell, rent, reverse engineer, modify or otherwise make derivative works of, assign, distribute, or otherwise commercially exploit the Pace Service or any part thereof. All rights not expressly granted to you are reserved by us. This license shall automatically expire upon termination of this Agreement.

(b) License to Feedback. You grant us an unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free worldwide license to use and/or incorporate into the Pace Service any feedback, suggestions and/or recommendations you provide to us.

9. Recordings of Contact with Zagster

Telephone calls, email correspondence, and social media communications with Zagster and its agents may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls, emails, and social media communications with us and our agents.

10. Service and Technology Limitations and Modifications

We will make reasonable efforts to keep the Pace Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We reserve the right, at any time, to modify or discontinue, temporarily or permanently, functions and features of the Pace Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Pace Service or any function or feature thereof. The rights described herein include our right to relocate stations, reduce the number of bikes available for rent, suspend the Pace Service for adverse weather conditions, and otherwise operate the Pace Service in our sole discretion.

11. Disclaimers; Waiver; Release; Limitation of Liability

(a) Hazards of the Pace Service. YOU ACKNOWLEDGE AND AGREE THAT THE PACE SERVICE INVOLVES HAZARDS AND DANGERS TO YOU AS THE RIDER AND TO OTHERS, AND THAT YOUR USE OF THE PACE SERVICE IS ENTIRELY VOLUNTARY. BY USING THE PACE SERVICE, YOU ASSUME ALL RISKS OF INJURY, LOSS OF LIFE, AND DAMAGE TO PERSON AND PROPERTY THAT MAY OCCUR IN CONNECTION WITH THE PACE SERVICE.

YOU HAVE FULL KNOWLEDGE OF THE RISKS AND DANGERS INVOLVED IN BICYCLING TO YOU AND OTHERS, INCLUDING RISKS, DAMAGES, AND INJURIES THAT MAY ARISE FROM THE NEGLIGENCE OF OTHERS OR AS A RESULT OF ROADWAY CONDITIONS.

(b) AS IS. THE PACE SERVICE IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, ZAGSTER AND ANY SPONSOR, MUNICIPALITY, COLLEGE, UNIVERSITY, PARTNER, LICENSOR, PROPERTY OWNER, OR OTHER ENTITY WHICH ZAGSTER HAS CONTRACTED WITH AS PART OF ITS PROVISION OF THE PACE SERVICE (COLLECTIVELY, THE "ZAGSTER AFFILIATES") DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(c) Disclaimer of Third Party Advertising. THE PACE SERVICE, INCLUDING THE PACE MOBILE APP, MAY CONTAIN THIRD PARTY ADVERTISING AND SPONSORSHIPS. SUCH THIRD PARTY ADVERTISERS AND SPONSORS ARE RESPONSIBLE FOR ENSURING THAT SUCH MATERIAL IS ACCURATE AND COMPLIES WITH APPLICABLE LAWS. WE ARE NOT RESPONSIBLE FOR THE ILLEGALITY OF OR ANY ERROR, INACCURACY OR PROBLEM IN THE ADVERTISER'S OR SPONSOR'S MATERIALS. FURTHER, THE INCLUSION OF ANY THIRD PARTY ADVERTISEMENTS AND SPONSORSHIPS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY ZAGSTER AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY SUCH THIRD PARTY PRODUCTS OR SERVICES CONTAINED THEREIN.

(d) Release. IN CONSIDERATION OF THE USE OF THE PACE SERVICE, YOU, ON BEHALF OF YOURSELF AND ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND LEGAL REPRESENTATIVES FOREVER RELEASE, RELINQUISH, AND DISCHARGE (I) ZAGSTER, ITS OFFICERS, DIRECTORS, RIDERS, MANAGERS, EMPLOYEES, SUPPLIERS, AGENTS, REPRESENTATIVES, STOCKHOLDERS; AND (II) ALL ZAGSTER AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS, DISPUTES, LOSSES, LIABILITIES, DEBTS, LIENS, CHARGES, PENALTIES, PROCEEDINGS, CAUSES OF ACTION, AND DAMAGES, INCLUDING FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, INJURY TO YOU OR TO THIRD PARTIES, INCLUDING UNKNOWN OR UNANTICIPATED CLAIMS, (COLLECTIVELY, "CLAIMS") WHICH ARISE FROM OR ARE RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE RENTAL, MAINTENANCE, DESIGN, USE AND/OR OPERATION OF THE PACE SERVICE (INCLUDING PACE EQUIPMENT), INCLUDING ANY AND ALL CLAIMS RELATED TO THE SOLE OR PARTIAL NEGLIGENCE, (EXCEPT, TO THE EXTENT REQUIRED BY LAW, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT) OF ZAGSTER OR THE ZAGSTER AFFILIATES.

(e) Waiver. YOU ACKNOWLEDGE AND AGREE THAT ZAGSTER AND THE ZAGSTER AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIMS, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (I) ANY RISK OR HAZARD DESCRIBED IN THIS AGREEMENT; (II) YOUR USE OF OR INABILITY TO USE THE PACE SERVICE, INCLUDING ANY PACE EQUIPMENT; (III) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAW; (IV) YOUR NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION; (V) YOUR FAILURE TO USE A BICYCLE HELMET WHILE USING THE PACE SERVICE; OR (VI)

ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS.

(f) Limitation of Liability. UNDER NO CIRCUMSTANCES WILL ZAGSTER OR THE ZAGSTER AFFILIATES BE LIABLE TO YOU, ANY RIDER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF THE PACE SERVICE. WITHOUT LIMITING THE FOREGOING, ZAGSTER AND THE ZAGSTER AFFILIATES SHALL HAVE NO LIABILITY FOR ANY LOSS OF, OR DAMAGE TO, ANY GOODS ON THE BIKE, ANY LOSS, DAMAGE OR INJURY RESULTING TO THIRD PARTIES FROM THE USE OF PACE EQUIPMENT OR BIKE ACCESSORIES SUPPLIED BY YOU. IF ZAGSTER OR THE ZAGSTER AFFILIATES ARE DEEMED TO HAVE ANY LIABILITY UNDER THIS CONTRACT OR ARISING OUT OF YOUR USE OF THE PACE SERVICE (INCLUDING THE PACE EQUIPMENT), SUCH LIABILITY FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS IS LIMITED TO THE AMOUNT OF THE RENTAL PAID BY YOU TO ZAGSTER.

(g) Acknowledgement. YOU REPRESENT AND WARRANT THAT YOU HAVE READ THIS CONTRACT AND FULLY UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT, OR USING THE PACE SERVICE, YOU ARE GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY OTHERWISE BE AVAILABLE TO YOU.


YOU ACKNOWLEDGE AND UNDERSTAND THAT THIS SECTION 11 REMOVES OR LIMITS OUR LIABILITY FOR NEGLIGENCE WHERE PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY FOR CERTAIN TYPES OF DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. THIS AGREEMENT DOES NOT WAIVE OR LIMIT ANY RIGHTS OR OBLIGATIONS NOT ALLOWED BY LAW AND WE DO NOT REQUEST THAT YOU WAIVE OR LIMIT ANY SUCH RIGHTS. IF ANY OF THE FOREGOING RESTRICTIONS APPLY, THEN THE ABOVE WAIVERS, DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN SUCH STATES OR JURISDICTIONS.

12. Indemnification

You agree to indemnify, hold harmless and defend us and our affiliates, subsidiaries, officers, directors, stockholders, employees, agents, representatives, suppliers and licensors and the Zagster Affiliates at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by us arising out of or relating to your (a) violation or breach of any term of this Agreement; (b) use or misuse of the Pace Service, even where caused in whole or in part by Zagster's negligence and/or the negligence of others; or (c) your violation of any law, rule or regulation or the rights of any third party.

13. Intellectual Property/DMCA

Graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks,




logos, product and program names, slogans, and the compilation of the foregoing available through the Pace Service ("Pace Content") is the property of Zagster and our licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. You agree not to misuse any Pace Content.

We respect the intellectual property rights of others. If you think material hosted by us infringes your copyright, please provide us the following information:

(a) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where the material that you claim is infringing is located or found in the Pace Service; (d) your address, telephone number and, if available, an email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information provided by you in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner.

Your claim should be sent by mail or email to Zagster at the address listed in Section 14(h), ATTN: Copyright Agent or by email at copyright@zagster.com.

14. General




(a) Force Majeure. We will not be liable for any delay or failure to perform resulting from causes outside of our reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

(b) Independent Contractor. You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of the Pace Service.

(c) Assignment. We may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign this Agreement without our prior written consent, and any unauthorized assignment by you shall be null and void.

(d) No Waiver. Our failure to enforce or our delay in enforcement of any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition, or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.



(e) Equitable Remedies. You hereby agree that we would be irreparably damaged if this Agreement was not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws. Further, unless stated otherwise, all

remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise

(f) Severability. Should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the full extent permitted by law.

(g) Governing Law; Venue; Mandatory Mediation; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of Massachusetts without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Boston, Massachusetts, and both parties hereby consent to such jurisdiction and venue for this purpose, waive any jurisdictional or venue defenses otherwise available and agree to accept service of process by mail. Notwithstanding the foregoing, the parties must submit any dispute to mandatory mediation held in Boston, Massachusetts. Any mediation must be completed within 6 months of the date on which the initial notice demanding mediation was provided to any party. If, for any reason, the dispute is not resolved through mediation within such 6-month period, then the parties may resolve the dispute by litigation. **THE PARTIES IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY A JURY IN ANY COURT IN ANY ACTION INVOLVING THE ADJUDICATION OF ANY CLAIM OR DISPUTE.**

(h) Notices. Any notices or communication required or permitted to be given to you will be in writing and will be sufficiently given if delivered by email at the email address provided to Zagster in your completed account registration or as updated by you and on file with Zagster. Any notices or communication required or permitted to be given to Zagster shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

Zagster, Inc.

25 First St. Suite 104


Cambridge, MA 02141

Attn: General Counsel

Email: support@ridepace.com

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted.

(i) Survival. All provisions of this Agreement related to limitation and exclusion of liability, waivers, assumption of risk, warranties, and indemnification obligations survive termination of this Agreement, and any other terms of this Agreement which by their nature extend beyond the termination of this Agreement, remain in effect until fulfilled and apply to respective successors and assigns.



(j) Entire Agreement. This Agreement, including any materials incorporated by reference hereunder, constitutes all the terms and conditions agreed upon between you and us and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreement in any written or oral communication from you to us are void.

I HEREBY ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER, I HAVE READ AND UNDERSTAND THE TERMS OF THE RIDER AGREEMENT AND PRIVACY POLICY AND AGREE THAT MY USE OF THE PACE SERVICE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE AGREEMENT.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: A J GALLAGHER RISK MGMT SVCS INC

Agency Code: 08-084700

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint Tina Hinckley

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. [REDACTED]

Naming Zagstar, Inc. as Principal,
and City of Austin as Obligatee,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }

ss. Hartford

COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 15, 2018.

Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President



City of Austin

Austin Transportation Department, Mobility Services
1111 Rio Grande Street, Austin, Texas 78701

CITYWIDE LICENSE TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 Agreement:** These Terms and Conditions are made in conjunction with the Director's Rules and any other agreement between the Licensee and the City of Austin. Together, these documents record our agreement in relation to the use of City of Austin right of way.
- 1.2 Priority:** If there is any inconsistency between these Terms and Conditions and/or any other agreements, the Terms and Conditions shall prevail in that order, over the Rules.

2. INSURANCE REQUIREMENTS

- 2.1** Business Automobile Liability Insurance with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements:
- A. Waiver of Subrogation in favor of the City of Austin, endorsement CA 0444, or equivalent coverage
 - B. 30 day Notice of Cancellation in favor of the City of Austin, endorsement CA 0244, or equivalent coverage
 - C. City of Austin listed as additional Insured, endorsement CA 2048, or equivalent coverage
- 2.2** Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the follow provisions:
Products and Completed Operations with a minimum limit of \$500,000
Explosion, Collapse, and Underground (XCU) coverage
Independent Contractors coverage
- 2.3** The policy shall be endorsed and certificates shall reflect the following:
City of Austin listed as additional insured, Endorsement CG 2010 or equivalent.
- A. Waiver of Subrogation in favor of the City of Austin, Endorsement CG 2404 or equivalent.
 - B. 30 day Notice of Cancellation in favor of the City of Austin, Endorsement CG 0205 or equivalent.
- 2.4** Certificate Holder and ALL ENDORSEMENTS naming the CITY as Additional Insured, granting Waivers, and providing Notice of Cancellation, shall indicate:
City of Austin, ATTN: Mobility Services
P.O. Box 1088
Austin, Texas 78767

2.5 The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better. The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable. If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance. If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT. The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The CITY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR. The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.

3. LICENSE PAYMENT

- 3.1 **Initial Payment:** Prior to issuance of license(s), the applicant shall pay the appropriate non-refundable fees, as established by ordinance.
- 3.2 **Per Unit Fee:** The licensee shall pay a fee per unit.

4. LICENSE TERM

- 4.1 **Initial Term:** From the date of issuance, the license shall be valid for no longer than six (6) months.
- 4.2 **Renewal:** Upon expiration of the Initial Term, the License will automatically renew for six (6) months with the same terms and conditions, upon payment of applicable fees, unless either the City or Licensee chooses not to renew. If the City chooses not to renew this Agreement, the City shall notify the Licensee of non-renewal at least two (2) weeks prior to the expiration of the then-current term. If the Licensee chooses not to renew this Agreement, the Licensee shall notify the City of non-renewal at least two (2) weeks prior to the expiration of the then-current term.
- 4.3. **Termination for Cause by City:** The City may terminate a license, based on the Licensee's inability to cure such defaults listed below. The City's right to terminate this Agreement for

Licensee's default is cumulative of all its rights and remedies which exist now or in the future. Default by Licensee includes, but is not limited to:

- A. Failure of the Licensee to comply with any requirement in City Code or Rules.
- B. Licensee becomes insolvent;

4.4. **Termination by Licensee:** The licensee may terminate a license at any given time, by providing the City a minimum of a two (2) week notice. Upon termination, the licensee shall inform their customers of the change and remove the units within ten (10) business days.

5. LICENSE REVOCATION

5.1 **Initial Term:** From the date of issuance, the license shall be valid for no longer than six (6) months.

6. LICENSEE DEBT

Licensee shall comply with the City Code and Director Rules, as amended from time to time. If the City becomes aware that the Licensee owes any money to the City or any related entity for Ad Valorem Taxes on real or personal property located within the boundaries of the City ("Debt"), it shall notify Licensee in writing. If Licensee does not pay the debt within thirty (30) days of such notification, the Director reserves the right to terminate the license.

7. EXCLUSION

This Program does not regulate or authorize operation at the Austin Bergstrom International Airport (ABIA). Such operation shall be with the approval of the ABIA Director and under such terms and conditions as the ABIA Director shall prescribe, including assessment of a fee.

8. NO RECOURSE

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this license or after such date, for any claim based upon this agreement.

9. NO JOINT VENTURE, PARTNERSHIP, AGENCY

Nothing in this license will be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer – employee or borrowed servant relationship by and among the parties.

10. NO PRIVATE RIGHTS

Nothing in this license will be construed in any form or manner to convey any private property right in, or to, the use of any street or public right-of-way. All permissions granted by this agreement shall be subject to the superior right of the public to the safe and orderly movement of people and traffic.

11. MISCELLANEOUS PROVISIONS

- 11.1 This agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Program, or after the term of this Program, shall have any legal force or effect unless properly executed in writing by the parties.
- 11.2 This Program is made, and shall be construed and interpreted under the laws of the State of Texas and venue for any lawsuit concerning this Program shall lie in the City of Austin, Travis County, Texas.
- 11.3 Regardless of the actual drafter of this agreement, this agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.
- 11.4 All official communications and notices required to be made under this Program shall be deemed made if sent, postage prepaid to the parties at the attention of the signatories hereto.
- 11.5 The Parties bind themselves and their successors in interest, assigns and legals to this Program.

12. INDEMNITY

Zagster, Inc. SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY Zagster, Inc., ITS OFFICERS, AGENTS, EMPLOYEES, Zagster, Inc.'S SUB-ENTITIES, SUCCESSORS OR ASSIGNS, (Zagster, Inc. PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE Zagster, Inc. PARTIES IN THIS AGREEMENT OR IN Zagster, Inc.'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE Zagster, Inc. PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. Zagster, Inc.'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Zagster, Inc. written notice of a Claim asserted against an Indemnified Party. Zagster, Inc. shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Zagster, Inc. of any obligations in this agreement. In no event may Zagster, Inc. admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Zagster, Inc.'s obligations under this Article. | Zagster, Inc. shall require all subcontractors to indemnify City as provided in this Article.

BY SIGNING BELOW, I AGREE TO ALL OF THE TERMS OUTLINED ABOVE.

I DECLARE THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND THAT I HAVE READ THE CITY OF AUSTIN CODE SECTION 14-9-1 THROUGH 14-9-23, AND I UNDERSTAND ALL CONDITIONS OF THIS APPLICATION AS SET FORTH HEREIN AND THE CITY CODE.

Chadwick Jacobs Expansion Manager

PRINT NAME AND TITLE

[Signature]

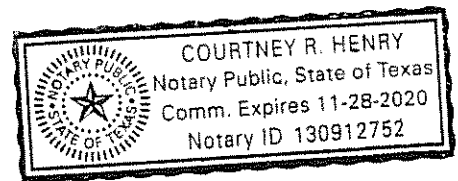
SIGNATURE OF APPLICANT

(MUST SIGN IN THE PRESENCE OF NOTARY)

THE PERSON KNOWN TO ME TO BE THE ABOVE SIGNED APPLICANT IS DULY SWORN BY ME AND STATES UNDER OATH THAT HE/SHE HAS READ THIS APPLICATION AND THAT ALL FACTS THEREIN SET FORTH ARE TRUE AND CORRECT.

SWORN TO ME ON THIS, THE 17th DAY OF May, 2018

Courtney R. Henry
STATE OF TEXAS, TRAVIS COUNTY NOTARY PUBLIC SIGNATURE





LICENSE SURETY BOND

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOWS ALL BY THESE PRESENTS:
BOND NO. [REDACTED]

PRINCIPAL, Zagster, Inc., (check one) a ☒ corporation ☐ limited liability ☐ partnership ☐ sole proprietorship, engaged in the commercial use of sidewalks or City public right of way for the display, sale, lease or rental of dockless transportation services within the City of Austin, Texas ("CITY"), AND

SURETY, Hartford Fire Insurance Company, a solvent company authorized under the laws of the State of Texas to act as surety on bonds for principals, agree to bind ourselves, our successors and assigns, jointly and severally, unto the CITY and to all persons who may suffer injury from any work or service undertaken by PRINCIPAL hereunder, as OBLIGEEs, in the sum of Fifty Thousand DOLLARS (\$ 50,000.00).

PRINCIPAL and SURETY are bound to pay this amount to OBLIGEEs only if PRINCIPAL fails to fulfill the following obligations:

- PRINCIPAL shall indemnify and hold harmless the CITY and all other persons and entities from all claims for damages to any person or property, including all costs and expenses, arising out of PRINCIPAL's use of the right-of-way within the CITY;
- PRINCIPAL shall repair any damage and correct any defect to the right-of-way, caused by PRINCIPAL's use of the right-of-way and shall warrant such work for a period of one year following completion of same;
- PRINCIPAL shall remove or reduce in concentration dockless mobility units that the director has determined, that cause or significantly contribute to sidewalk congestion or make access to abutting property hazardous;
- PRINCIPAL shall remove mobility units that the director deems unsafe for use due to defect or non-conformance with Chapter 14-9 or the applicable rules;
- PRINCIPAL shall pay all costs, fees, charges, fines, assessments or judgments levied against or incurred by PRINCIPAL for the removal and storage of dockless mobility units, which may become due to the CITY or to other persons or entities as a result of the activities undertaken hereunder by PRINCIPAL;
- PRINCIPAL, its agents and employees shall perform all work in strict compliance with all applicable laws, ordinances, resolutions, rules and regulations; and
- PRINCIPAL and SURETY shall not violate any of the terms of this bond

If this bond is canceled or the coverage of this bond is restricted for any reason, SURETY shall immediately deliver written notice of such to the CITY and to the Director of the Austin Transportation Department. The cancellation or restriction becomes effective after thirty (30) working days from the date the CITY receives the notice. Cancellation or restriction does not affect SURETY'S liability on any transaction begun before the effective date of the cancellation or restriction. In the event of cancellation or restriction, PRINCIPAL will be suspended from all rights and privileges and no license will be issued to PRINCIPAL under Chapter 14-9 of the City Code of Austin, as applicable. This suspension remains effective until the bond coverage required by the applicable rule or section of code is fully restored.

The bond will be binding upon PRINCIPAL and SURETY from the 15th day of May, 2018, until midnight, the 15th day of May, 2019. Signed, sealed, and executed this 15th day of May, 2018.

PRINCIPAL

BY: [Signature]

(Signature)

Name: Zagster, Inc.

Title: CEO

Address: 50 MILK STREET

Address: BOSTON, MA 02109

Phone: 617 417 4913

SURETY

BY: [Signature]

(Signature) Tina Hinckley, Attorney in Fact

Name: Hartford Fire Insurance Company

Title: Senior VP

Address: 470 A HANCOCK AVENUE

Address:

Phone: 617-646-0298



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号: D3-QC023-5V3

SAMPLE NO: 2

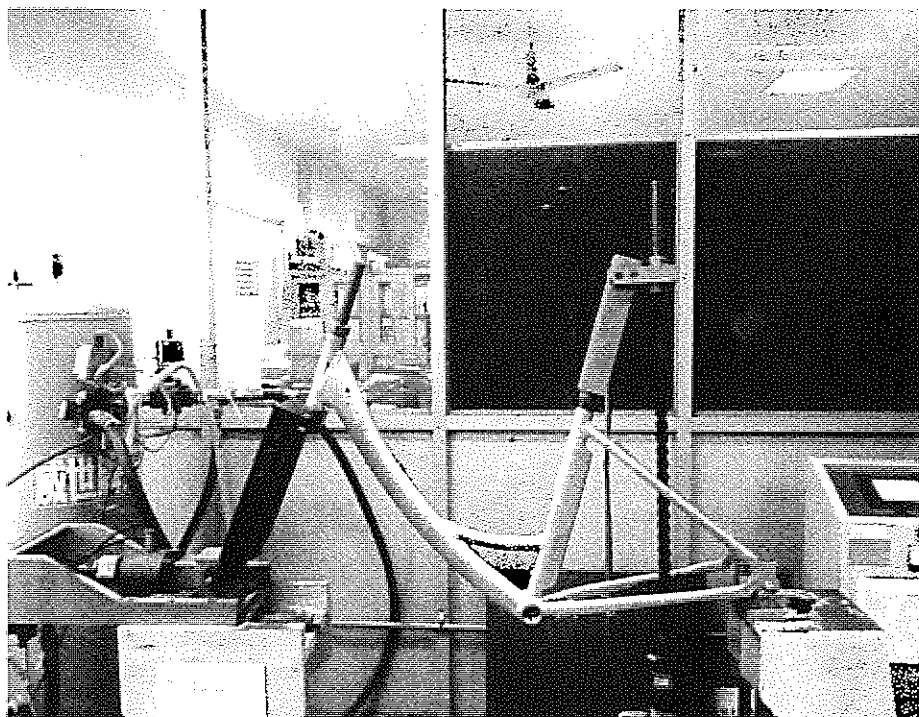
车架垂直力疲劳试验记录表

TEST NO:QCC201710007

FRAME FATIGUE TEST WITH A VERTICAL FORCE

DATE:2017/10/07

PHOTO



前叉
Fork

☒ 硬式前叉 Rigid fork
模拟前叉长度Dummy fork
length: 400 mm

☐ 避震前叉 Suspension fork
前叉长度 Fork length: mm
避震行程 Travel: mm
模拟前叉调整长度 Dummy fork length: mm

RESULT

Conclusion

AFTER TEST 55000 TIMES, WITHOUT CRACKED.
AFTER TEST TIMES, BEING OR CRACKED.

☒ PASS

☐ FAILED

佳:

复核:

测试员:王春升

SUPERVISOR

REVIEW:

TESTER

表单流程: 品保主管→申请单位→检测室存档



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号: D3-QC023-5V3

车架前叉组---落锤试验记录表
FRAME AND FORK -IMPACT TEST
【FALLING MASS】

SAMPLE NO: 2
TEST NO:QCD201710007
DATE:2017/10/12

厂商 SUPPLIER	IDEAL	品名 Model Name	Zagster	规格 SPEC	26"*444mm
图号 DRAWING	G6D588444L04	样品单号 Sample Order Number	/	客户 CLIENT	ASI-BREEZER
材质 MATERIAL	<input checked="" type="checkbox"/> ALLOY <input type="checkbox"/> CARBON <input type="checkbox"/> STEEL <input type="checkbox"/> ALLOY & CARBON <input type="checkbox"/> CR-MO				
STYLE	<input type="checkbox"/> CEN <input checked="" type="checkbox"/> ISO 4210-6 <input type="checkbox"/> ISO 8098				
测试依据 TEST REQUIREMENT	<input type="checkbox"/> EN 14764(CITY) <input type="checkbox"/> EN 14765(Children) <input type="checkbox"/> EN 14766(MTB) <input type="checkbox"/> EN 14781(ROAD) <input type="checkbox"/> ISO City & Trekking <input checked="" type="checkbox"/> ISO MTB <input type="checkbox"/> ISO Racing <input type="checkbox"/> ISO Young adult <input type="checkbox"/> ISO Children bike				
测试方法 & 标准 TEST METHOD STANDARD	<p>将车架&前叉组立,前叉装配 1 kg 钢性滚轮,车架后轴固定于试验台上. 如图示 前后轮轴 在一垂直线上. 一、测试前先量测前后轮轴距. 二、将22.5 kg钢性重锤 提高MTB 360 mm ; RACING 212 mm ; CITY 180 mm ; Young adult:180mm; (Children bike:120mm) 再放松敲打前叉上钢性滚轮. 三、测试后再量测前后轮轴距 计算变形量. 四、测试标准: 1、不得有明显裂痕或断裂 且避震系统任何部份不得出现分离现象。 2、永久变形 (登山/城市车)钢性固定治具 < 10 MM 一般前叉 < 30 MM (跑车)钢性固定治具 < 15 MM 一般前叉 < 30 MM (青少年车)钢性固定治具<10MM 一般前叉 < 30 MM (儿童自行车) 一般前叉 < 20 MM * 避震车架 转轴、支点结合固定处不得有松脱、分离现象. 【测试避震车架 按骑乘80 KG位置 避震器应在闭锁位置或以坚固品取代】 Assemble a roller of mass less than or equal 1 kg in the fork. The axle of rear wheel fixed on the test platform. The rear and front axle will be aligned vertically. 1. Before test, measure the wheel-base first. 2. Raise the 22.5kg striker up to 360mm(MTB) than free fall to hit the low mass roller on fork. Standard raise height for MTB: 360mm, Racing bike: 212mm, City bike: 180mm, Young adult bike 180mm (Children bike:120mm) 3. After testing, Measure and calculate wheel-base again. 4. Test standard: A.Without visible crackes or fractures. Suspension system without separation of any parts. B. Permanent deformation within following range</p>				



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号：D3-QC023-5V3

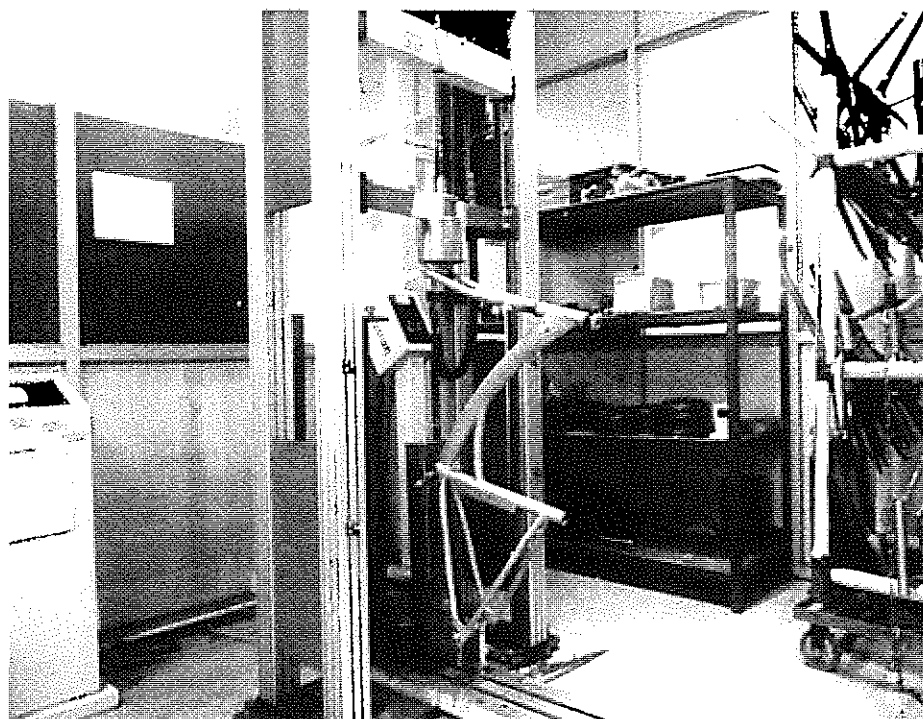
SAMPLE NO: 2

车架前叉组---落锤试验记录表
FRAME AND FORK -IMPACT TEST
【FALLING MASS】

TEST NO:QCD201710007

DATE:2017/10/12

(When testing suspension frame, simulate 80kg driver weight and suspension should at lock-out position. If the type of suspension system does not permit it to be locked, then replace the damper unit by a solid link of the appropriate size and with end fit



RESULT

☐ Use Dummy fork

☒ Use normal fork

Conclusion

☒ PASS

☐ FAILED

Testing 1 Deformation 9 mm

核准：
SUPERVISOR

复核：
REVIEW:

测试员:王春升
TESTER:

表单流程：品保主管→申请单位→检测室存档



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号 : D3-QC023-5V3

车架前叉组-落下冲击试验记录表
FRAME AND FORK -IMPACT TEST
【FALLING FRAME】

SAMPLE NO: 2
TEST NO:QCE201710007
DATE:2017/10/12

厂商 SUPPLIER	IDEAL	品名 Model Name	Zagster	规格 SPEC	26"*444mm
图号 DRAWING	G6D588444L04	样品单号 Sample Order Number	/	客户 CLIENT	ASI-BREEZER
材质 MATERIAL	<input checked="" type="checkbox"/> ALLOY <input type="checkbox"/> CARBON <input type="checkbox"/> STEEL <input type="checkbox"/> ALLOY & CARBON <input type="checkbox"/> ALLOY/STEEL <input type="checkbox"/> CR-MO				
STYLE	<input type="checkbox"/> CEN <input checked="" type="checkbox"/> ISO 4210-6 <input type="checkbox"/> ISO 8098				
测试依据 TEST REQUIREMENT	<input type="checkbox"/> EN 14764(CITY) <input type="checkbox"/> EN 14765(Children) <input type="checkbox"/> EN 14766(MTB) <input type="checkbox"/> EN 14781(ROAD) <input type="checkbox"/> ISO City & Trekking <input checked="" type="checkbox"/> ISO MTB <input type="checkbox"/> ISO Racing <input type="checkbox"/> ISO Young adult <input type="checkbox"/> ISO Children bike				
测试方法 & 标准 TEST METHOD STANDARD	<p>将车架及前叉组立 固定于试验机台上 如图示 前后轮轴 在一水平线上 , 测试前先量测前后轮距</p> <p>一、MTB荷重: 头管 10 KG, 五通 50 KG, 座管 30KG. 将前叉安装之滚轮 升至与钢钻 300 MM,由高处自由落下碰撞, 重复二次. 车架不得有明显裂痕或断裂 , 再测量前后轮距 永久变形 < 60 MM.</p> <p>二、ROAD荷重: 头管 10 KG, 五通 50 KG, 座管 30KG. 将前叉安装之滚轮 升至与钢钻 200MM,由高处自由落下碰撞, 重复二次. 车架不得有明显裂痕或断裂 , 再测量前后轮距 永久变形 < 15 MM.</p> <p>三、Young adult荷重: 头管 10 KG, 五通 20 KG, 座管 40KG. 将前叉安装之滚轮 升至与钢钻 200MM,由高处自由落下碰撞, 重复二次. 车架不得有明显裂痕或断裂 , 再测量前后轮距 永久变形 < 60 MM.</p> <p>四、CITY荷重: 头管 10 KG, 五通 30 KG, 座管 50KG. 将前叉安装之滚轮 升至与钢钻 200MM,由高处自由落下碰撞, 重复二次. 车架不得有明显裂痕或断裂 , 再测量前后轮距 永久变形 < 60 MM.</p> <p>五、Children bike荷重: 座管 30KG. 将前叉安装之滚轮 升至与钢钻 200MM,由高处自由落下碰撞, 重复二次. 车架不得有明显裂痕或断裂 , 再测量前后轮距 永久变形 < 20 MM.</p> <p>* 避震车架 转轴、支点结合固定处不得有松脱、分离现象.</p> <p>【测试避震车架 按骑乘80 KG位置 避震器应在闭锁位置或以坚固品取代】</p> <p>Assembly frame and fork, fixed on the test platform.</p> <p>The front and rear axle will be aligned horizontally. Measure the wheel-base before testing.</p> <p>a)MTB Loading: H/T:10kg B.B:50Kg S/T:30Kg</p> <p>Install the roller on fork. Rising up to 300mm height.</p> <p>Allow the assembly to fall freely to impact on the anvil twice.</p> <p>Without visible cracks or fractures in the assembly after second impact. Permanent deformation measured between wheel-base shall not exceed 60mm.</p>				



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号：D3-QC023-5V3

车架前叉组-落下冲击试验记录表
FRAME AND FORK-IMPACT TEST
【FALLING FRAME】

SAMPLE NO: 2
TEST NO:QCE201710007
DATE:2017/10/12

b)Racing bike Loading:H/T:10kg B.B:50Kg S/T:30Kg

Install the roller on fork. Rising up to 200mm height. use.

Allow the assembly to fall freely to impact on the anvil twice.

Without visible cracks or fractures in the assembly after second impact. Permanent deformation measured between wheel-base shall not exceed 15mm.

c)Young adult bike Loading:H/T:10kg B.B:20Kg S/T:40Kg

Install the roller on fork. Rising up to 200mm height. use.

Allow the assembly to fall freely to impact on the anvil twice.

Without visible cracks or fractures in the assembly after second impact. Permanent deformation measured between wheel-base shall not exceed 60mm.

d)City bike Loading: H/T10kg B.B:30Kg S/T:50Kg

Install the roller on fork. Rising up to 200mm height. use.

Allow the assembly to fall freely to impact on the anvil twice.

Without visible cracks or fractures in the assembly after second impact. Permanent deformation measured between wheel-base shall not exceed 60mm.

e)Children bikee Loading:S/T:30Kg

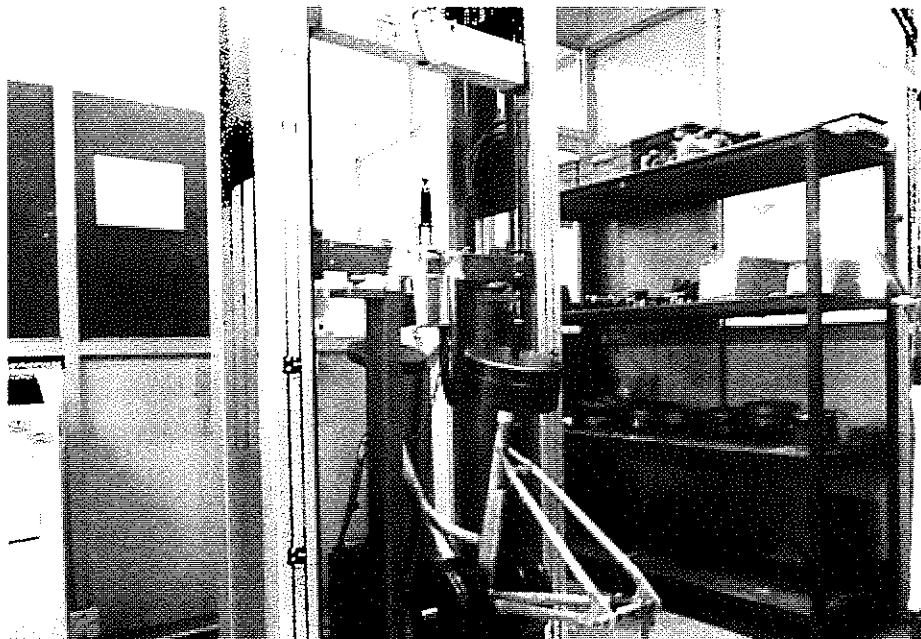
Install the roller on fork. Rising up to 75mm height. use.

Allow the assembly to fall freely to impact on the anvil twice.

Without

deformation measured between wheel-base shall not exceed 60mm.

PHOTO



Advanced Sports, Inc.

10940 DUTTON ROAD, PHILADELPHIA, PA 19154

CPSC Certificate of Conformity

Manufacturer:

IDEAL (DONG GAUN)BIKE CORP.,LTD
8,JINFU 2ND ROAD,HUANAN INDUSTRIAL PARK
LIAOBU TOWN
DONGGAUN,GUANGDONG
CHINA

Private Labeler:

ADVANCED SPORTS, INC.
10940 DUTTON ROAD
PHILADELPHIA, PA 19140
215-824-3854

Place and Date of Manufacture:

IDEAL (DONG GAUN)BIKE CORP.,LTD
8,JINFU 2ND ROAD,HUANAN INDUSTRIAL PARK
LIAOBU TOWN
DONGGAUN,GUANGDONG
CHINA
03/27/2018 TO 04/12/2018

Test Facility:

IDEAL (DONG GAUN)BIKE CORP.,LTD
8,JINFU 2ND ROAD,HUANAN INDUSTRIAL PARK
LIAOBU TOWN
DONGGAUN,GUANGDONG
CHINA

Date of Test:

04/12/2018

Test Records:

ADVANCED SPORTS, INC.
10940 DUTTON ROAD
PHILADELPHIA, PA 19140
CHRIS DIETRICH- 215.941.5587
cdietrich@advancedsports.com

Models Certified:

SEE ATTACHED SHIPPING MANIFEST

Applicable CPSC Standards:

CPSC 16.CFR.1512

CERTIFICATE OF CONFORMITY



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号 : D3-QC023-5V3

SAMPLE NO: 1

车架水平力疲劳测试记录表

TEST No:QCA201710007

FRAME FATIGUE WITH HORIZONTAL FORCES

DATE:2017/10/06

厂商 SUPPLIER	IDEAL	品名 Model Name	Zagster	规格 SPEC	26"*444mm
图号 DRAWING	G6D588444L04	样品单号 Sample Order Number	/	客户 CLIENT	ASI-BREEZER
材质 MATERIAL	<input checked="" type="checkbox"/> ALLOY <input type="checkbox"/> CARBON <input type="checkbox"/> STEEL <input type="checkbox"/> ALLOY & CARBON <input type="checkbox"/> CR--MO <input type="checkbox"/> magnesium carbon composite <input type="checkbox"/> Reynolds				
STYLE	<input type="checkbox"/> CEN <input checked="" type="checkbox"/> ISO 4210-6				
测试频率 FREQUENCY	2HZ				
测试依据 TEST REQUIREMENT	<input type="checkbox"/> EN 14764(CITY) <input type="checkbox"/> EN 14765(Children) <input type="checkbox"/> EN 14766(MTB) <input type="checkbox"/> EN 14781(ROAD) <input type="checkbox"/> ISO City & Trekking <input checked="" type="checkbox"/> ISO MTB <input type="checkbox"/> ISO Racing <input type="checkbox"/> ISO Young adult				
测试方法 & 标准 TEST METHOD STANDARD	<p>将车架 & 前叉组立 固定于试验机台上 如图示 前后轴心在水平线上 于前叉端固定处 施以 前后循环 往复之力 <input type="checkbox"/> CITY: F+450N/R - 450 N 经测试100000次以上车架不得有裂痕, 断裂或严重变形现象 <input checked="" type="checkbox"/> MTB: F+1200N/R - 600 N 经 测试 50000 次以上 车架不得有裂痕, 断裂或严重变形现象 <input type="checkbox"/> RACING: F+ 600N/R - 600 N 经 测试 100000 次以上 车架不得有裂痕, 断裂或严重变形现象 <input type="checkbox"/> Young adult: F+ 450N/R - 450 N 经 测试 100000 次以上 车架不得有裂痕, 断裂或严重变形现象 * 避震车架 转轴、支点结合固定处不得有松脱、分离现象 【测试避震车架 按骑乘80 KG位置避震器应在闭锁位置或以坚固品取代】 Assembly frame and fork, fixed on the test platform. The rear and front axle will be aligned horizontally. Apply cycles of dynamic, horizomtal forces on forward and rearward direction to the front fork drop-outs on an axis through the front and rear axles. A. <input type="checkbox"/> City bike: F+450N/ R-450N test 100000 times. Without visible cracks, fractures or deformed in the assembly. B. <input checked="" type="checkbox"/> MTB bike: F+1200N/ R-600N test 50000 times. Without visible cracks, fractures or deformed in the assembly. C. <input type="checkbox"/> Racing bike: F+600N/ R-600N test 100000 times. Without visible cracks, fractures or deformed in the assembly. D. <input type="checkbox"/> Young adult bike: F+450N/ R-450N test 100000 times. Without visible cracks, fractures or deformed in the assembly.</p>				



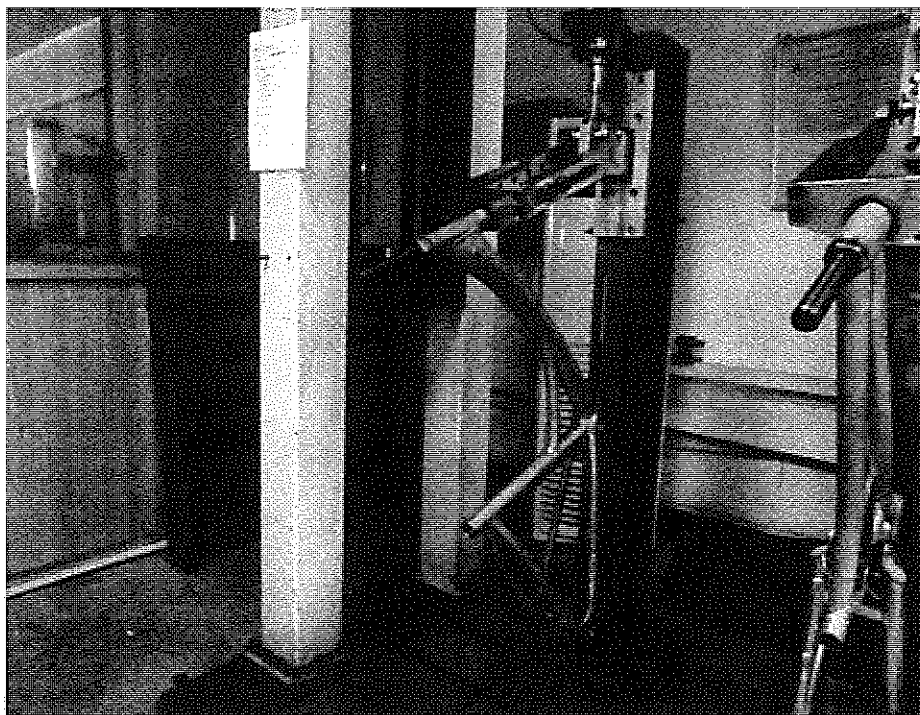
爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号: D3-QC023-5V3
SAMPLE NO: 1

车架水平力疲劳试验记录表
FRAME FATIGUE WITH HORIZONTAL FORCES

TEST No:QCA201710007
DATE:2017/10/06

Photo:



前叉
Fork

☒ 硬式前叉 Rigid fork
模拟前叉长度Dummy fork
length: 400 mm

☐ 避震前叉 Suspension fork
前叉长度 Fork length: mm
避震行程 Travel: mm
模拟前叉调整长度 Dummy fork length: mm

RESULT

AFTER TEST 110000 TIMES, WITHOUT CRACKED。
AFTER TEST TIMES, BEING OR CRACKED。
WEIGHT OF RAW FRAME : 1997 g

Conclusion

☒ PASS

☐ FAILED

主:
SUPERVISOR:

复核:
REVIEW:

测试员:王春升
TESTER:

表单流程: 品保主管→申请单位→检测室存档



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号: D3-QC023-5V3
SAMPLE NO:1

车架脚踏力疲劳试验记录表

FRAME FATIGUE TEST WITH PEDALLING

TEST NO:QCB201710007
DATE:2017/10/06

厂商 SUPPLIER	IDEAL	品名 Model Name	Zagster	规格 SPEC	26"*444mm
图号 DRAWING	G6D588444L04	样品单号 Sample Order Number	/	客户 CLIENT	ASI-BREEZER
材质 MATERIAL	<input checked="" type="checkbox"/> ALLOY <input type="checkbox"/> CARBON <input type="checkbox"/> STEEL <input type="checkbox"/> ALLOY&CARBON <input type="checkbox"/> CR-MO				
STYLE	<input type="checkbox"/> CEN <input checked="" type="checkbox"/> ISO 4210-6				
测试频率 FREQUENCY	3HZ				
测试依据 TEST REQUIREMENT	<input type="checkbox"/> EN 14764(CITY) <input type="checkbox"/> EN 14765(Children) <input type="checkbox"/> EN 14766(MTB) <input type="checkbox"/> EN 14781(ROAD) <input type="checkbox"/> ISO City & Trekking <input checked="" type="checkbox"/> ISO MTB <input type="checkbox"/> ISO Racing <input type="checkbox"/> ISO Young adult				
测试标准和方法 TEST MOTHOD & STANDARD	<p>将车架及前叉组立 固定于试验机台上 左右踏板交互施力</p> <p><input type="checkbox"/>CITY 1000 N <input checked="" type="checkbox"/>MTB 1200 N <input type="checkbox"/>RACING 1100 N <input type="checkbox"/>Young adult 1000 N</p> <p>经 测试 100000 次以上, 车架不得有 裂痕, 断裂或严重变形现象. * 避震车架 转轴、支点结合固定处不得有松脱、分离现象 【测试避震车架 按骑乘80 KG位置 避震器应在闭锁位置或以坚固品取代】</p> <p>Mount the frame assembly on a base.</p> <p>Apply the test forces for 100000 test cycles where one test cycle consists of the application and removal of the left and right test forces. Without visible cracks or fractures in the frame, without separation of any parts of any suspension system.</p> <p>(When testing suspension frame, simulate 80kg driver weight and suspension should at lock-out position. If the type of suspension system does not permit it to be locked, then replace the damper unit by a solid link of the appropriate size and with end fit</p> <p><input type="checkbox"/>CITY 1000 N <input checked="" type="checkbox"/>MTB 1200 N <input type="checkbox"/>RACING 1100 N <input type="checkbox"/>Young adult 1000 N</p>				



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号 : D3-QC023-SV3

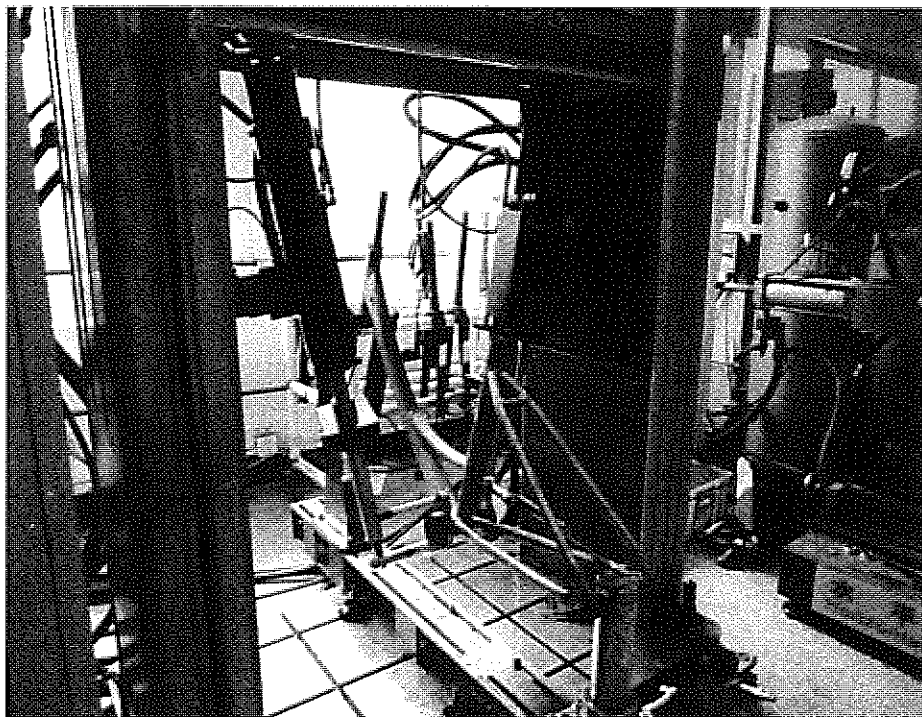
SAMPLE NO: 1

车架脚踏力疲劳试验记录表

TEST NO:QCB201710007

FRAME FATIGUE TEST WITH PEDALLING FORCES

DATE:2017/10/06



前叉
Fork

☒ 硬式前叉 Rigid fork
模拟前叉长度Dummy fork
length: 400 mm

☐ 避震前叉 Suspension fork
前叉长度 Fork length: mm
避震行程 Travel: mm
模拟前叉调整长度 Dummy fork length: mm

RESULT

AFTER TEST 110000 TIMES, WITHOUT CRACKED.

AFTER TEST TIMES, BEING OR CRACKED.

WEIGHT OF RAW FRAME : 2387 g

Conclusion

☒ PASS

☐ FAILED

核准:

SUPERVISOR:

复核:

REVIEW:

测试员:王春升

TESTER:

表单流程: 品保主管→申请单位→检测室存档



爱地雅(东莞)自行车有限公司
IDEAL (DONGGUAN) BIKE CO.,LTD

表单编号: D3-QC023-5V3

SAMPLE NO: 2

车架垂直力疲劳试验记录表

TEST NO:QCC201710007

FRAME FATIGUE TEST WITH A VERTICAL FORCE

DATE:2017/10/07

厂商 SUPPLIER	IDEAL	品名 Model Name	Zagster	规格 SPEC	26"*444mm
图号 DRAWING	G6D588444L04	样品单号 Sample Order Number	/	客户 CLIENT	ASI-BREEZER
材质 MATERIAL	<input checked="" type="checkbox"/> ALLOY <input type="checkbox"/> CARBON <input type="checkbox"/> STEEL <input type="checkbox"/> ALLOY&CARBON <input type="checkbox"/> CR-MO <input type="checkbox"/> Reynolds				
STYLE	<input type="checkbox"/> CEN <input checked="" type="checkbox"/> ISO 4210-6				
测试频率 FREQUENCY	3HZ				
测试依据 TEST REQUIREMENT	<input type="checkbox"/> EN 14764(CITY) <input type="checkbox"/> EN 14765(Children) <input type="checkbox"/> EN 14766(MTB) <input type="checkbox"/> EN 14781(ROAD) <input type="checkbox"/> ISO City & Trekking <input checked="" type="checkbox"/> ISO MTB <input type="checkbox"/> ISO Racing <input type="checkbox"/> ISO Young adult				
测试方法及标准 TEST METHODSTANDARD	<p>将车架及前叉组立 固定于试验机台上</p> <p>钢制座垫治具锁固于车架上</p> <p>于高 250 MM H交点处与前后轮线 水平向后沿伸 70 MM位置处向下施力 1000N(CITY), 1200N(MTB) 1200N(ROAD) 500N(Young adult)</p> <p>经 测试 50000 次以上; 车架不得有, 裂痕, 断裂或严重变形现象.</p> <p>* 避震车架 转轴、支点结合固定处不得有松脱、分离现象</p> <p>【测试避震车架 按骑乘80 KG位置避震器应在闭锁位置或以坚固品取代】</p> <p>Assembly frame and fork, fixed on the test platform.</p> <p>Insert a tube equivalent to a seat-stem to depth of 75mm in the top of the seat-tube and secure this to the manufacturer's instructions by the normal clamp.</p> <p>Apply cycles of dynamic,vertically-downward forces of 0 to+1000N(CITY) 1200N(MTB) 1200N(ROAD)500N(Young adult)at a point 70mm behind the intersection of the axes of the solid steel bar and the extension piece, with a test frequency not exceeding 10Hz.</p> <p>After 50000 test cycles, Frame without visible cracks, fractures or deformed.</p> <p>Without separation of any parts of any suspension system.</p> <p>(When testing suspension frame, simulate 80kg driver weight and suspension should at lock-out position. If the type of suspension system does not permit it to be locked, then replace the damper unit by a solid link of the appropriate size and with end fit</p>				

pace

11. If operating electric-assist units, certification from a qualified independent testing laboratory that the make and model of electric bicycles and scooters used employ an electric motor of less than 750 watts (1 hp), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden by an operator who weighs 170 pounds, is less than 20 mph.

NA.